Bequeathed to
The Library
of the
University of Toronto
by
the late
Hon. Mr. Justice Armour
for many years
a Member of the Board of
Governors of the University

ENCYCLOPÆDIA

OF THE

LAWS OF ENGLAND

SUPPLEMENTARY VOLUME

CONTAINING AMENDMENTS AND ADDITIONS

Digitized by the Internet Archive
in 2008 with funding from
Microsoft Corporation

http://www.archive.org/details/encyclopaediaofl16jacouoft

Law. II
E565.2

ENCYCLOPÆDIA

OF THE

LAWS OF ENGLAND

EDITED BY

MAX. ROBERTSON

OF THE INNER TEMPLE AND THE MIDLAND CIRCUIT,
BARRISTER-AT-LAW

VOLUME XVI

SUPPLEMENTARY VOLUME
CONTAINING AMENDMENTS AND ADDITIONS
TO THE END OF
1913

31131 / 2. 35
7.

LONDON AND EDINBURGH
SWEET & MAXWELL LTD., AND W. GREEN & SON LTD.
AGENTS FOR CANADA
THE CANADA LAW BOOK COMPANY LTD.
84 BAY STREET, TORONTO
AGENTS FOR THE UNITED STATES
THE CROMARTY LAW BOOK COMPANY
1112 CHESTNUT STREET, PHILADELPHIA

PRINTED FOR
W. GREEN & SON LIMITED

PREFATORY NOTE

In this supplement to the *Encyclopædia of the Laws of England*, the arrangement of the main work has been followed. The number of the volume appears at the head of each page, and the number of the page is placed opposite each entry. It is hoped that this system will permit of the quick and easy reference which is its chief object.

Although primarily designed for use with the *Encyclopædia of the Laws of England*, the Editor and Publishers hope that the supplement will also prove useful in itself as a digest of the statute and case law during the period covered.

At the request of several subscribers an Index has been added.

Suggestions as to the improvement of the work will be welcomed by the Editor and Publishers.

Precedents of Wills, which were omitted from Vol. XIV. owing to lack of space, are inserted under Will herein.

TABLE OF CASES

TABLE OF CASES

A. B. *v.* C. B., 1906, 8 F. 603 . . 510

Aberdonian, The, [1910] P. 225; 79 L. J. P. 89; 102 L. T. 543; 11 Asp. 393 121

Abrahams, *In re;* Abrahams *v.* Bendon, [1911] 1 Ch. 108; 80 L. J. Ch. 83; 103 L. T. 532; 55 S. J. 46 447

Abrahams's Estate, *In re;* Abrahams *v.* Abrahams, [1908] 2 Ch. 69; 77 L. J. Ch. 578; 99 L. T. 240 447

Accountants' and Auditors' Society *v.* Goodway, [1907] 1 Ch. 489; 76 L. J. Ch. 384; 96 L. T. 326; 23 T. L. R. 286 4

Acherley, *In re;* Chapman *v.* Andrew, [1913] 1 Ch. 510; 82 L. J. Ch. 260; 108 L. T. 712 . 575

Actiesselskabet Damskib "Hercules" *v.* Grand Trunk Pacific Railway, [1912] 1 K. B. 222; 81 L. J. K. B. 189; 105 L. T. 695; 56 S. J. 51; 28 T. L. R. 28 . 617

Acton Urban Council *v.* London United Tramways Co., [1909] 1 K. B. 68; 78 L. J. K. B. 78; 100 L. T. 80; 73 J. P. 6; 7 L. G. R. 20 672

Adams *v.* Crane; Crane, *In re*, [1908] 1 Ch. 379; L. J. Ch. 212; 98 L. T. 314 447

Adams *v.* Marylebone Borough Council, [1907] 2 K. B. 822; 77 L. J. K. B. 1; 97 L. T. 593; 71 J. P. 465; 23 T. L. R. 702 . 526

Adams *v.* Ursell, [1913] 1 Ch. 269; 82 L. J. Ch. 157; 108 L. T. 292; 57 S. J. 227 . . . 509

Adamson, *In re;* Public Trustee *v.* Billing, [1913] 109 L. T. 25; 57 S. J. 610; 29 T. L. R. 594 . 20

Adamson *v.* Anderson, [1913] S. C. 1038; [1913] W. C. & I. Rep. 506 287

Addis *v.* Gramophone Co., [1909] A. C. 488; 78 L. J. K. B. 1122; 101 L. T. 466 480

Addison *v.* Pilcher; Amalgamated Society of Railway Servants, *In re*, [1910] 2 Ch. 547; 80 L. J. Ch. 19; 103 L. T. 627; 54 S. J. 874; 27 T. L. R. 12 521

Addison *v.* Shepherd, [1908] 2 K. B. 118; 77 L. J. K. B. 534; 99 L. T. 121; 72 J. P. 239 . . . 257

Admiral Fishing Co. *v.* Robinson, [1910] 1 K. B. 540; 79 L. J. K. B. 551; 102 L. T. 203; 54 S. J. 305; 26 T. L. R. 299 . . . 277

Admiralty Commissioners *v.* Aberdeen Steam Trawling Co., [1910] S. C. 553 119

Affleck *v.* Hammond, [1912] 3 K. B. 162; 81 L. J. K. B. 565; 106 L. T. 8; 19 Mans. 111 . 70, 615

African Association *v.* Allen, [1910] 1 K. B. 397; 79 L. J. K. B. 259; 102 L. T. 129; 26 T. L. R. 234 . 479

Ahmedbhoy Habbiboy *v.* Bombay Fire and Marine Insurance Co., 1913, L. R. Ind. App. 10; 107 L. T. 668; 29 T. L. R. 96 . . 348

Airdrie Magistrates *v.* Lanark County Council, [1910] A. C. 286; 79 L. J. P. C. 82; 102 L. T. 437 610

Airey *v.* Smith, [1907] 2 K. B. 273; 76 L. J. K. B. 766; 96 L. T. 691; 71 J. P. 285; 5 L. G. R. 713; 23 T. L. R. 447 155

Aktiebolaget Hjorth, *In re*, [1910] 2 Ch. 64; 79 L. J. Ch. 448; 54 S. J. 476; 27 R. P. C. 461; 26 T. L. R. 463 664

Aktiebolaget Robertsfors *v.* Société Anonyme des Papeteries, [1910] 2 K. B. 727; 80 L. J. K. B. 13; 103 L. T. 503 617

Aldridge *v.* Islington Borough Council, [1909] 2 K. B. 127; 78 L. J. K. B. 533; 100 L. T. 903; 7 L. G. R. 649; 73 J. P. 301; 25 T. L. R. 470 465

Aldridge *v.* Merry, [1913] 2 I. R. 308; [1913] W. C. & I. Rep. 97 286

Alexander *v.* Burley; Burley, *In re*, [1910] 1 Ch. 215; 79 L. J. Ch. 182; 101 L. T. 805 . . 576

Alexander's Will Trustees *v.* Alexander's Settlement Trustees, [1910] S. C. 637 225

Alison, *In re*, 1879, 11 Ch. D. 284; 40 L. T. 234; 27 W. R. 537 . 496, 677

Allen *v.* Quebec Warehouse Co., 1886, 12 App. Cas. 101; 56 L. J. P. C. 6; 56 L. T. 30 . . . 154

TABLE OF CASES

Allhusen *v.* Whittell, 1867, L. R. 4 Eq. 295; 36 L. J. Ch. 929 . 183
Allison *v.* Independent Press Cable Association, 1911, 28 T. L. R. 128 617
Altamount *v.* Forsyth; Hodgson's Settled Estates, *In re*, [1912] 1 Ch. 784; 81 L. J. Ch. 376; 106 L. T. 456 620
Amalgamated Society of Railway Servants, *In re*; Addison *v.* Pilcher, [1910] 2 Ch. 547; 80 L. J. Ch. 19; 103 L. T. 627; 54 S. J. 874; 27 T. L. R. 12 . . . 521
Amalgamated Society of Railway Servants *v.* Osborne, [1910] A. C. 87; 79 L. J. Ch. 87; 101 L. T. 787; 54 S. J. 215; 26 T. L. R. 177 . . . . . . 671, 672
Amber Size and Chemical Co. *v.* Menzel, [1913] 2 Ch. 239; 82 L. J. Ch. 573; 30 R. P. C. 433; 57 S. J. 627; 29 T. L. R. 590 . 666
American Thread Co. *v.* Joyce, 1913, 108 L. T. 353; 6 Tax. Cas. 162; 57 S. J. 321; 29 T. L. R. 266 393
Amys *v.* Barton, [1912] 1 K. B. 40; 81 L. J. K. B. 65; 105 L. T. 619; 28 T. L. R. 29, [1912] W. C. Rep. 22 . . . 285, 303
Andersen *v.* Marten, [1908] A. C. 334; 77 L. J. K. B. 950; 99 L. T. 254; 13 Com. Cas. 321; 11 Asp. 85; 24 T. L. R. 775 474
Anderson, *In re*; New Zealand Official Assignee, *Ex parte*, [1911] 1 K. B. 896; 80 L. J. K. B. 919; 104 L. T. 221 582
Anderson *v.* Balfour, [1910] 2 Ir. R. 497 286
Anderson *v.* Darngavil Coal Co., [1910] S. C. 456 298
Anderson *v.* Fife Coal Co., [1910] S. C. 8 284
Anderson *v.* Wandsworth Borough Council, [1908] 2 Ch. 81; 77 L. J. Ch. 462; 99 L. T. 151; 72 J. P. 289; 6 L. G. R. 866 99
Andrew *v.* Bridgman, [1908] 1 K. B. 596; 77 L. J. K. B. 272; 98 L. T. 656 418
Andrews *v.* Abertillery Urban District Council, [1911] 2 Ch. 398; 80 L. J. Ch. 724; 105 L. T. 81; 75 J. P. 449; 9 L. G. R. 1009 273
Andrews *v.* Andrews, [1908] 2 K. B. 567; 77 L. J. K. B. 974; 99 L. T. 214; 24 T. L. R. 709 . . 300
Andrews *v.* Ramsay, [1903] 2 K. B. 635; 72 L. J. K. B. 865; 89 L. T. 450; 52 W. R. 126 . . . 577
Angel *v.* Jay, [1911] 1 K. B. 666; 80 L. J. K. B. 458; 103 L. T. 809; 55 S. J. 140 . . . 156, 190
Angel *v.* Merchants' Marine Insurance Co., [1903] 1 K. B. 811; 72 L. J. K. B. 498; 88 L. T. 717; 51 W. R. 530; 8 Com. Cas. 179; 9 Asp. 406 474
Anglo-Algerian S. S. Co. *v.* Houlder Line, [1908] 1 K. B. 659; 77 L. J. K. B. 187; 98 L. T. 440; 13 Com. Cas. 187; 11 Asp. 45; 24 T. L. R. 235 378
Anglo-American Oil Co. *v.* Manning, [1908] 1 K. B. 536; 77 L. J. K. B. 205; 98 L. T. 570; 6 L. G. R. 299; 72 J. P. 35; 24 T. L. R. 215 689
Anglo-American Telegraph Co., *In re*, 1911, 105 L. T. 947; 56 S. J. 141 130
Anglo-Eastern Contract Co., *Ex parte*; Vogel, *In re*, [1913] 109 L. T. 345 62
Ann, *In re*; Wilson *v.* Ann, [1894] 1 Ch. 459; 63 L. J. Ch. 334; 70 L. T. 273 574
Annie, The, [1909] P. 176; 78 L. J. P. 81; 100 L. T. 415; 11 Asp. 213; 25 T. L. R. 416 . . . 119, 120
Anselm, The, [1907] P. 151; 71 L. J. P. 54; 97 L. T. 16; 10 Asp. 438; 23 T. L. R. 378 . . . 121
Anslow *v.* Cannock Chase Colliery Co., [1909] A. C. 435; 78 L. J. K. B. 679; 100 L. T. 786; 53 S. J. 519; 25 T. L. R. 570 . . 294
Anstruther's Trustees *v.* Commissioners of Inland Revenue, [1912] S. C. 1165 441
Apollinaris Co. *v.* Duckworth, 1906, 22 T. L. R. 744 . . 665
Appleyard *v.* New London and Suburban Omnibus Co.; New London and Suburban Omnibus Co., *In re*, [1908] 1 Ch. 621; 77 L. J. Ch. 358; 98 L. T. 663; 15 Mans. 154 233
Aras, The, [1907] P. 28; 76 L. J. P. 37; 96 L. T. 95; 10 Asp. 358 120
Arden Steamship Co. *v.* Mathevin, [1912] S. C. 211 244
Argentino, The, [1909] P. 236; 78 L. J. P. 102; 101 L. T. 80; 11 Asp. 280; 25 T. L. R. 518 . 622
Aristocrat, The, [1908] P. 9; 77 L. J. P. 57; 97 L. T. 838; 10 Asp. 567; 24 T. L. R. 21 121
Arlidge, *Ex parte*; R. *v.* Local Government Board, 1913, 11 L. G. R. 1186; 58 S. J. 10; 30 T. L. R. 6 388
Armorduct Manufacturing Co., Ltd. *v.* General Incandescent Co., Ltd., [1911] 2 K. B. 143; 80 L. J. K. B. 1005; 104 L. T. 805. 146
Armour *v.* Duff, [1912] S. C. 120 . 580
Arnold *v.* Morgan, [1911] 2 K. B. 314; 80 L. J. K. B. 955; 103

L. T. 763; 75 J. P. 105; 9 L. G. R. 917 . . . . 381, 593, 595

Arnold & Butler *v.* Bottomley, [1908] 2 K. B. 151; 77 L. J. K. B. 584; 98 L. T. 777; 24 T. L. R. 365 263

Arnott *v.* Fife Coal Co., [1912] S. C. 1262; [1912] W. C. Rep. 355 . 299

Ascherson *v.* Tredegar Dry Dock Co., [1909] 2 Ch. 401; 78 L. J. Ch. 697; 101 L. T. 519; 16 Mans. 318 580

Ashburnham, *In re;* Gaby *v.* Ashburnham, 1912, 57 S. J. 28 . 498

Ashburton *v.* Pape, [1913] 2 Ch. 469; 82 L. J. Ch. 527; 109 L. T. 381; 57 S. J. 644; 29 T. L. R. 623 582

Ashby's Cobham Brewery, *In re,* [1906] 2 K. B. 752; 75 L. J. K. B. 983; 95 L. T. 260; 70 J. P. 372; 22 T. L. R. 725 . . 324, 453

Ashmore, *Ex parte;* Drummond, *In re,* [1909] 2 K. B. 622; 78 L. J. K. B. 935; 53 S. J. 651; 25 T. L. R. 706 . . . 77, 237

Ashover Fluor Spar Mines *v.* Jackson, [1911] 2 Ch. 355; 80 L. J. Ch. 687; 105 L. T. 334; 55 S. J. 649; 27 T. L. R. 530 . . . 411

Ashton *v.* Stock, 1877, 6 Ch. D. 719; 25 W. R. 862 . . . 573

Ashwell, *In re;* Salaman, *Ex parte,* [1912] 1 K. B. 390; 81 L. J. K. B. 177; 106 L. T. 190; 56 S. J. 189; 19 Mans. 49; 28 T. L. R. 166 72

Ashworth, *Ex parte;* Holmes, *In re,* [1908] 2 K. B. 812; 77 L. J. K. B. 1129; 15 Mans. 331 . . 74

Asiatic Petroleum Co. *v.* Lennard's Carrying Co., 1913, 109 L. T. 433; 18 Com. Car. 328; 57 S. J. 784; 29 T. L. R. 739 . . 473

Assheton-Smith *v.* Owen, [1907] A. C. 124; 76 L. J. Ch. 308; 96 L. T. 478; 23 T. L. R. 385 . 378

Associated Newspapers, *Ex parte;* Jones, *In re,* [1912] 3 K. B. 234; 81 L. J. K. B. 1178; 107 L. T. 236; 19 Mans. 354; 56 S. J. 751 65

Astley *v.* Evans. *See* Evans *v.* Astley.

Aston *v.* Kelsey, [1913] 3 K. B. 314; 82 L. J. K. B. 817; 108 T. L. 750; 18 Com. Cas. 257; 29 T. L. R. 530 578

Astrakhan, The, [1910] P. 172; 79 L. J. P. 78; 102 L. T. 539; 11 Asp. 390; 26 T. L. R. 329 . . 119

Atherton, *In re,* [1912] 2 K. B. 251; 81 L. J. K. B. 791; 106 L. T. 641; 19 Mans. 126; 56 S. J. 446; 28 T. L. R. 339 . . 66

Atkins, *In re;* Smith *v.* Atkins, [1909] 1 Ch. 471; 78 L. J. Ch. 307; 99 L. T. 877 . . . 408

Atkinson, *In re;* Atkinson *v.* Atkinson, 1911, 80 L. J. Ch. 370; 103 L. T. 860 576

Atkinson and Horsell's Contract, *In re,* [1912] 2 Ch. 1; 81 L. J. Ch. 588; 106 L. T. 548; 56 S. J. 324 645

Atlay, *In re;* Atlay *v.* Atlay, 1912, 56 S. J. 444 692

Attenborough *v.* Solomon, [1913] A. C. 76; 82 L. J. Ch. 178; 107 L. T. 833; 57 S. J. 76; 29 T. L. R. 79 336

Att.-Gen. *v.* Barnet District Gas and Water Co., 1910, 102 L. T. 546; 74 J. P. 193; 8 L. G. R. 499; 54 S. J. 457 687

Att.-Gen. *v.* Belgrave Hospital for Children, [1910] 1 Ch. 73; 79 L. J. Ch. 75; 101 L. T. 628; 54 S. J. 31; 26 T. L. R. 640 . . 106

Att.-Gen. *v.* Birmingham, Tame, and Rea District Drainage Board, [1908] 2 Ch. 551; 77 L. J. Ch. 836; 98 L. T. 310; 72 J. P. 20; [1910] 1 Ch. 48; 79 L. J. Ch. 137; 101 L. T. 796; 74 J. P. 57; 8 L. G. R. 110; 54 S. J. 198; [1912] A. C. 788; 82 L. J. Ch. 45; 107 L. T. 353; 76 J. P. 481 21, 55, 267, 408

Att.-Gen. *v.* Boden, [1912] 1 K. B. 539; 81 L. J. K. B. 704; 105 L. T. 247 221

Att.-Gen. *v.* Churchill's Veterinary Sanatorium, Ltd., [1910] 2 Ch. 401; 79 L. J. Ch. 741; 103 L. T. 368; 11 L. G. R. 194; 74 J. P. 397; 26 T. L. R. 630 . . 684

Att.-Gen. *v.* Day; Cardwell, *In re,* [1912] 1 Ch. 779; 81 L. J. Ch. 443; 106 L. T. 753; 56 S. J. 361; 28 T. L. R. 307 . . 56

Att.-Gen. *v.* De Winton, [1906] 2 Ch. 106; 75 L. J. Ch. 612; 54 W. R. 499; 70 J. P. 368; 4 L. G. R. 549; 22 T. L. R. 446 . . 499

Att.-Gen. *v.* Dorin, [1912] 1 Ch. 369; 81 L. J. Ch. 369; 106 L. T. 18; 10 L. G. R. 194; 76 J. P. 181; 56 S. J. 123; 28 T. L. R. 105 650

Att.-Gen. *v.* Dorking Union, 1882, 20 Ch. D. 595; 51 L. J. Ch. 585; 46 L. T. 573; 30 W. R. 579 . 267

Att.-Gen. *v.* Exeter Corporation, [1911] 1 K. B. 1092; 80 L. J. K. B. 636; 104 L. T. 212; 75 J. P. 280; 27 T. L. R. 249; 5 Tax. Cas. 629 311

Att.-Gen. *v.* Felixstowe Gas Light Co., [1907] 2 K. B. 984; 76 L. J. K. B. 1107; 97 L. T. 340 . . 646

Att.-Gen. *v.* Frimley and Farn-

borough District Water Co., [1908] 1 Ch. 727; 77 L. J. Ch. 442; 98 L. T. 905; 72 J. P. 204; 6 L. G. R. 689; 24 T. L. R. 473 . . . 687
Att.-Gen. *v.* Garner, [1907] 2 K. B. 480; 76 L. J. K. B. 965; 97 L. T. 486; 71 J. P. 357; 5 L. G. R. 944; 23 T. L. R. 563 . . . 55
Att.-Gen. *v.* Horner, [1913] 2 Ch. 140; 82 L. S. Ch. 339; 108 L. T. 609; 77 J. P. 257; 11 L. G. R. 784; 57 S. J. 498; 29 T. L. R. 451 568
Att.-Gen. *v.* Jefferys, [1908] A. C. 411; 77 L. J. Ch. 685; 99 L. T. 737; 24 T. L. R. 793 338
Att.-Gen. *v.* Leicester Corporation, [1910] 2 Ch. 359; 80 L. J. Ch. 21; 103 L. T. 214; 74 J. P. 385; 9 L. G. R. 185; 26 T. L. R. 568 273
Att.-Gen. *v.* Lewes Corporation, [1911] 2 Ch. 495; 81 L. J. Ch. 40; 105 L. T. 697; 61 J. P. 1; 10 L. G. R. 26; 55 S. J. 703; 27 T. L. R. 581 . . . . 588, 609
Att.-Gen. *v.* London Corporation, [1913] 2 K. B. 497; 82 L. J. K. B. 698; 108 L. T. 661; 29 T. L. R. 494 . . . 181
Att.-Gen. *v.* M'Carthy, [1911] 2 Ir. R. 260 353
Att.-Gen. *v.* Mersey Rly. Co., [1907] A. C. 415; 76 L. J. Ch. 568; 97 L. T. 524; 71 J. P. 449; 25 T. L. R. 681 595
Att.-Gen. *v.* Metcalfe, [1907] 2 Ch. 23; 76 L. J. Ch. 259; 96 L. T. 351; 71 J. P. 182; 23 T. L. R. 263 . . . . 56, 604
Att.-Gen. *v.* Milne, [1913] 2 K. B. 106; 82 L. J. K. B. 773; 108 L. T. 772; 57 S. J. 532 . . 226
Att.-Gen. *v.* North-Eastern Rly. Co., [1906] 2 Ch. 675; 75 L. J. Ch. 5; 95 L. T. 512; 70 J. P. 473; 22 T. L. R. 695 680
Att.-Gen. *v.* Peek, [1913] 2 K. B. 487; 82 L. J. K. B. 767; 108 L. T. 744 222
Att.-Gen. *v.* Pelly; Avenon's Charity, 1912, 106 L. T. 295; 56 S. J. 241 108
Att.-Gen. *v.* Pelly; Avenon's Charity, *In re*, [1913] 2 Ch. 261; 82 L. J. Ch. 398; 109 L. T. 98; 57 S. J. 626 108
Att.-Gen. *v.* Pontypridd Urban Council, [1906] 2 Ch. 257; 75 L. J. Ch. 578; 95 L. T. 224; 70 J. P. 394; 4 L. G. R. 791; 22 T. L. R. 576 680
Att.-Gen. *v.* Price, [1912] 1 Ch. 667; 81 L. J. Ch. 317; 106 L. T. 694; 76 J. P. 209; 10 L. G. R. 416; 28 T. L. R. 283 . 108
Att.-Gen. *v.* Reynolds, [1911] 2 K. B. 888; 80 L. J. K. B. 1073; 104 L. T. 852 122
Att.-Gen. *v.* Seccombe, [1911] 2 K. B. 688; 80 L. J. K. B. 913; 105 L. T. 18 221
Att.-Gen. *v.* Shadwell, [1910] 1 Ch. 92; 79 L. J. Ch. 113; 101 L. T. 630; 54 S. J. 180; 26 T. L. R. 82 107
Att.-Gen. *v.* Sheffield Corporation, 1912, 106 L. T. 367; 76 J. P. 185; 10 L. G. R. 301; 56 S. J. 326; 28 T. L. R. 266 . . 273
Att.-Gen. *v.* Smith, 1912, 76 J. P. 253 56
Att.-Gen. *v.* Smith, Ltd., [1909] 2 Ch. 524; 78 L. J. Ch. 781; 100 L. T. 225; 25 T. L. R. 257 . . 245
Att.-Gen. *v.* Smyth, [1905] 2 Ir. R. 553 222
Att.-Gen. *v.* Thomson, [1913] 3 K. B. 198; 82 L. J. K. B. 673; 109 L. T. 234; 77 J. P. 287; 29 T. L. R. 510 453
Att.-Gen. *v.* Till, [1910] A. C. 50; 79 L. J. K. B. 141; 54 S. J. 132; 26 T. L. R. 134 398
Att.-Gen. *v.* Wade, [1910] 1 K. B. 703; 79 L. J. K. B. 569; 102 L. T. 494 226
Att.-Gen. *v.* Walthamstow Urban Council, [1910] 1 Ch. 347; 79 L. J. Ch. 267; 102 L. T. 64; 74 J. P. 147; 54 S. J. 306; 26 T. L. R. 261 84
Att.-Gen. *v.* Watford Rural District Council, [1912] 1 Ch. 417; 81 L. J. Ch. 281; 106 L. T. 27; 76 J. P. 74; 10 L. G. R. 364 . 381
Att.-Gen. *v.* West Ham Corporation, [1910] 2 Ch. 560; 80 L. J. Ch. 105; 103 L. T. 394; 74 J. P. 406; 26 T. L. R. 683 . 93, 589
Att.-Gen. *v.* Yorkshire (Woollen District) Electric Tramways, Ltd., [1907] 2 K. B. 991; 77 L. J. K. B. 33; 97 L. T. 343; 71 J. P. 506; 5 L. G. R. 1098; 23 T. L. R. 712 312
Att.-Gen. for Canada *v.* Cain, [1906] A. C. 542; 75 L. J. P. C. 81; 95 L. T. 314; 22 T. L. R. 757 . 102
Attkins, *In re;* Life *v.* Attkins, [1913] 2 Ch. 619; 109 L. T. 155; 57 S. J. 785 482
Attree, *In re;* Ward, *Ex parte,* [1907] 2 K. B. 868; 77 L. J. K. B. 130; 97 L. T. 641; 23 T. L. R. 734 75
Austin *v.* Bowley, 1913, 108 L. T. 921 25
Australian Estates and Mortgage Co., Ltd., *In re,* [1910] 1 Ch. 414; 79 L. J. Ch. 202; 103 L. T. 17; 54 S. J. 542; 26 T. L. R. 485 . 131

Automatic Self-Cleansing Filter Syndicate *v.* Cunninghame, [1906] 2 Ch. 34. 136

Avenon's Charity; Att.-Gen. *v.* Pelly, 1912, 106 L. T. 295; 56 S. J. 241 108

Avery, *In re;* Pinsent *v.* Avery, [1913] 1 Ch. 208; 82 L. J. Ch. 434; 108 L. T. 1; 57 S. J. 112 225, 574, 693

B

Babcox & Wilcox *v.* Young, [1911] S. C. 406 293

Badger, *In re;* Badger *v.* Badger, [1913] 1 Ch. 385; 82 L. J. Ch. 264; 108 L. T. 441; 57 S. J. 339 406

Badische Anilin und Soda Fabrik *v.* Isler, [1906] 1 Ch. 605; 75 L. J. Ch. 411, 749; 94 L. T. 367; 22 T. L. R. 326; [1906] 2 Ch. 443; 75 L. J. Ch. 749; 95 L. T. 273; 22 T. L. R. 710 . . 527

Bagley, *In re,* [1911] 1 K. B. 317; 80 L. J. K. B. 168; 103 L. T. 470; 18 Mans. 1; 55 S. J. 48 63, 65, 72, 198, 512

Bagot *v.* Chapman, [1907] 2 Ch. 222; 76 L. J. Ch. 523; 23 T. L. R. 562 243

Bailey *v.* Bailey, 1884, 13 Q. B. D. 855; 53 L. J. K. B. 583 . . 10

Bailey *v.* Barsby, [1909] 2 K. B. 610; 78 L. J. K. B. 974; 100 L. T. 370; 21 Cox, 795; 73 J. P. 138; 7 L. G. R. 381; 25 T. L. R. 224 369

Bailey *v.* Kenworthy, [1908] 1 K. B. 441; 77 L. J. K. B. 236; 98 L. T. 327; 24 T. L. R. 186 . 293

Baines *v.* Geary, 1887, 35 Ch. D. 154; 56 L. J. Ch. 935 . . 607

Baker, *In re,* [1912] 2 Ch. 405; 81 L. J. Ch. 805; 106 L. T. 1012 641

Baker *v.* Baker, [1908] P. 257; 77 L. J. P. 96; 99 L. T. 313; 24 T. L. R. 493 262

Baker *v.* Courage, [1910] 1 K. B. 56; 79 L. J. K. B. 313; 101 L. T. 854 461

Baker *v.* Hedgecock, 1888, 39 Ch. D. 520; 57 L. J. Ch. 889 . . 607

Baker *v.* Ingall, [1912] 3 K. B. 106; 81 L. J. K. B. 553; 105 L. T. 934; 56 S. J. 122; 28 T. L. R. 104 670

Baker *v.* Jewell, [1910] 2 K. B. 673; 79 L. J. K. B. 1092; 103 L. T. 173 298

Baker *v.* Snell, [1908] 2 K. B. 825; 77 L. J. K. B. 1090; 99 L. T. 753; 24 T. L. R. 811 264

Baker and Selman's Contract, *In re,* [1907] 1 Ch. 238; 76 L. J. Ch. 235 645

Balcombe *v.* Balcombe, [1908] P. 176; 77 L. J. P. 81; 99 L. T. 308 260

Ball *v.* Hunt, [1912] A. C. 496; 81 L. J. K. B. 782; 106 L. T. 911; 56 S. J. 550; 28 T. L. R. 428; [1912] W. C. Rep. 261 . 282, 292

Balls' Estate, *In re;* Trewby *v.* Balls, [1909] 1 Ch. 791; 78 L. J. Ch. 341; 100 L. T. 780 . 338, 599

Bamfield *v.* Goole and Sheffield Transport Co., [1910] 2 K. B. 94; 79 L. J. K. B. 1070; 103 L. T. 201 . . . . . 220, 594

Bank of Africa *v.* Cohen, [1909] 2 Ch. 129; 100 L. T. 916; 25 T. L. R. 625 581

Bank of England *v.* Cutler, [1908] 2 K. B. 208; 77 L. J. K. B. 889; 98 L. T. 336; 24 T. L. R. 518 . . . 309, 353, 366, 398

Bank of Montreal *v.* Stuart, [1911] A. C. 120; 80 L. J. P. C. 75; 103 L. T. 641; 27 T. L. R. 117 347

Bankrupt, *Ex parte;* Pearse, *In re,* 1913, 107 L. T. 859 . . 78

Bankruptcy Notice, *In re,* [1907] 1 K. B. 478; 76 L. J. K. B. 171; 96 L. T. 131; 14 Mans. 1; 23 T. L. R. 214 . . . . 26, 61

Bankruptcy Notice (No. 2), *In re,* 1906, 96 L. T. 133; 14 Mans. 133; 23 T. L. R. 169 . . 63

Banks, *In re;* Weldon *v.* Banks, 1912, 56 S. J. 362 . . . 367

Banks *v.* Hartland; Hartland, *In re,* [1911] 1 Ch. 459; 80 L. J. Ch. 305; 104 L. T. 490; 55 S. J. 312 . . . . . . 225, 576

Barham *v.* Huntingfield, [1913] 2 K. B. 193; 82 L. J. K. B. 752; 108 L. T. 703 412

Barker, *In re,* 1881, 17 Ch. D. 241 158, 524

Barker *v.* Arnold, [1911] 2 K. B. 120; 80 L. J. K. B. 820; 105 L. T. 112; 75 J. P. 364; 22 Cox C. C. 553; 27 T. L. R. 374 . 750

Barker *v.* Barker, 1905, 74 L. J. P. 74; 69 J. P. 192; 21 T. L. R. 253 . . . . 10, 654

Barker *v.* Herbert, [1911] 2 K. B. 633; 80 L. J. K. B. 1329; 105 L. T. 349; 75 J. P. 481; 9 L. G. R. 1083; 27 T. L. R. 488 . 502, 508

Barker *v.* Lewis, [1913] 3 K. B. 34; 82 L. J. K. B. 843; 108 L. T. 941; 57 S. J. 577; 29 T. L. R. 565 415

Barlow *v.* Yorke; Yorke *In re;* [1911] 1 Ch. 370; 80 L. J. Ch. 253; 104 L. T. 134 . . . 619

Barnabus *v.* Bersham Colliery, 1910, 103 L. T. 513; 55 S. J. 63 283
Barnard *v.* Barton, [1906] 1 K. B. 357; 75 L. J. K. B. 326; 92 L. T. 859; 69 J. P. 281; 20 Cox C. C. 870 585
Barnes *v.* Brown, [1909] 1 K. B. 38; 78 L. J. K. B. 39; 99 L. T. 801; 72 J. P. 485; 25 T. L. R. 3 245
Barnes *v.* Nunnery Colliery Co., [1912] A. C. 44; 81 L. J. K. B. 213; 105 L. T. 961; 56 S. J. 159; 28 T. L. R. 135 . . 285
Barnes *v.* Youngs, [1898] 1 Ch. 414; 67 L. J. Ch. 263; 46 W. R. 332 . 524
Barnett, *In re;* Waring *v.* Painter Stainers' Company, 1908, 24 T. L. R. 788 106
Barnett *v.* Port of London Authority (No. 1), [1913] 2 K. B. 115; 82 L. J. K. B. 353; 108 L. T. 277; [1913] W. C. & I. Rep. 250; 57 S. J. 282; 29 T. L. R. 252 293
Barnett *v.* Port of London Authority (No. 2), [1913] K. B. 115; 82 L. J. K. B. 918; 108 L. T. 944; [1913] W. C. & I. Rep. 414; 57 S. J. 577 . . 306
Barrance, *In re;* Barrance *v.* Ellis, [1910] 2 Ch. 419; 79 L. J. Ch. 544; 103 L. T. 104; 54 S. J. 651 690
Barron *v.* Willis, [1899] 2 Ch. 578 . 680
Barry *v.* Minturn, [1913] A. C. 584; 82 L. J. K. B. 1193; 109 L. T. 573; 77 J. P. 437; 11 L. G. R. 1087; 57 S. J. 715; 29 T. L. R. 717 526
Barry's Trust, *In re;* Barry *v.* Smart, [1906] 2 Ch. 358; 75 L. J. Ch. 676; 95 L. T. 165 . . 186
Bartlett *v.* Parker, [1912] 2 K. B. 497; 81 L. J. K. B. 857; 106 L. T. 869; 76 J. P. 280; 23 Cox. C. C. 16 466
Bartley *v.* Thomas; Thomas, *In re,* [1911] 2 Ch. 389; 80 L. J. Ch. 617; 105 L. T. 59; 55 S. J. 567 610
Barton, *In re;* Tomlins *v.* Latimer, [1909] 2 K. B. 841; 79 L. J. K. B. 29; 101 L. T. 407; 16 Mans. 269 77
Baskerville, *In re;* Baskerville *v.* Baskerville, [1910] 2 Ch. 329; 79 L. J. Ch. 687; 103 L. T. 90; 26 T. L. R. 584 487
Bass *v.* Hendon Urban Council, 1912, 28 T. L. R. 317 . . . 274
Bastable *v.* Little, [1907] 1 K. B. 59; 76 L. J. K. B. 77; 96 L. T. 115; 71 J. P. 52; 5 L. G. R. 279; 21 Cox C. C. 354; 23 T. L. R. 38 498
Bastable *v.* North British Railway, [1912] S. C. 555 104
Bater *v.* Bater, [1907] P. 333 . . 476
Bates *v.* Batey, [1913] 3 K. B. 351; 82 L. J. K. B. 963; 108 L. T. 1036; 29 T. L. R. 616 . 504
Bates *v.* Gordon Hotels, [1913] 1 K. B. 631; 82 L. J. K. B. 441; 108 L. T. 510; 57 S. J. 303; 29 T. L. R. 298 187
Bath *v.* Standard Land Co., Ltd., [1910] 2 Ch. 408; 80 L. J. Ch. 36; 103 L. T. 498; [1911] 1 Ch. 618; 80 L. J. Ch. 426; 104 L. T. 867; 18 Mans. 258; 55 S. J. 482; 27 T. L. R. 393 . . . 577
Batt *v.* Metropolitan Water Board, [1911] 2 K. B. 965; 80 L. J. K. B. 1354; 105 L. T. 496; 9 L. G. R. 1123; 75 J. P. 545; 55 S. J. 714; 27 T. L. R. 579 . 383, 688
Baxters and Midland Rly., *In re,* 1906, 95 L. T. 20; 70 J. P. 445; 22 T. L. R. 616 26
Bayer's Design, *In re,* 1906, 24 R. P. C. 65 248
Baylis *v.* Bishop of London, [1913] 1 Ch. 127; 82 L. J. Ch. 61; 107 L. T. 730; 57 S. J. 96; 29 T. L. R. 59 616
Beadon *v.* Capital Syndicate, 1912, 56 S. J. 536; 28 T. L. R. 427 . 531
Beard, *In re;* Reversionary and General Securities Co. *v.* Hall, [1908] 1 Ch. 383; 77 L. J. Ch. 265; 98 L. T. 315; 24 T. L. R. 225 445
Beaufort *v.* Inland Revenue Commissioners, [1913] 3 K. B. 48; 82 L. J. K. B. 865; 108 L. T. 902; 29 T. L. R. 534 . 392, 440
Beaumont, *In re;* Bradshaw *v.* Packer, [1913] 1 Ch. 325; 82 L. J. Ch. 183; 108 L. T. 181; 57 S. J. 283 674
Beavan, *In re;* Davies *v.* Beavan, [1912] 1 Ch. 196; 81 L. J. Ch. 113; 105 L. T. 784 . . 462, 466
Beavan, *In re;* Davies *v.* Beavan, [1913] 2 Ch. 595; 109 L. T. 538; 58 S. J. 31 337
Bebb *v.* Law Society, 1913, 58 S. J. 153; 30 T. L. R. 179 . 640
Becker *v.* Earl's Court Ltd., 1912, 56 S. J. 206 . . . 21, 22, 335
Beckett *v.* Grimthorpe; Grimthorpe, *In re,* [1908] 2 Ch. 675; 78 L. J. Ch. 20; 99 L. T. 679; 25 T. L. R. 15. . . . 159, 224
Beecham, *Ex parte,* [1913] 3 K. B. 45; 82 L. J. K. B. 965; 109 L. T. 442; 29 T. L. R. 586 . 498
Beer *v.* Beer, 1906, 94 L. T. 704; 54 W. R. 564; 22 T. L. R. 367 . 605
Beesley, *Ex parte;* R. *v.* Rowlands, [1910] 2 K. B. 930; 80 L. J. K.

B. 123; 103 L. T. 311; 74 J. P. 453; 8 L. G. R. 923; 54 S. J. 750; 26 T. L. R. 658 259

Beeton & Co., *In re*, [1913] 2 Ch. 279; 82 L. J. Ch. 464; 108 L. T. 918; 57 S. J. 626 . . 148

Behrend's Trust, *In re*; Surman *v.* Biddell, [1911] 1 Ch. 687; 80 L. J. Ch. 394; 104 L. T. 626; 18 Mans. 111; 55 S. J. 459 . 70

Beldam's Patent, *In re*, [1911] 1 Ch. 60; 80 L. J. Ch. 133; 103 L. T. 454; 27 R. P. C. 758; 55 S. J. 46 529

Bell, *In re*, 1908, 99 L. T. 939 . 74

Bell *v.* Girdlestone, [1913] 2 K. B. 225; 82 L. J. K. B. 696; 108 L. T. 648 187

Bell *v.* Holtby, 1873, L. R. 15 Eq. 178; 42 L. J. Ch. 266; 28 L. T. 9; 21 W. R. 321 . . . 588

Bellanoch, The, [1907] A. C. 269; 76 L. J. P. 160; 97 L. T. 315, 10 Asp. 483. 121

Bellerby *v.* Heyworth, [1910], A. C. 377; 79 L. J. Ch. 402; 102 L. T. 545; 74 J. P. 257; 54 S. J. 441; 26 T. L. R. 403 . . . 245

Belton, *In re*, 1913, 108 L. T. 344; 57 S. J. 343; 29 T. L. R. 313 64

Bender *v.* Zent Steamship, [1909] 2 K. B. 41; 78 L. J. K. B. 533; 100 L. T. 639 284

Benett, *In re*; Ward *v.* Benett, [1906] 1 Ch. 216; 75 L. J. Ch. 122; 94 L. T. 72; 54 W. R. 237 336

Benford *v.* Simms, [1898] 2 Q. B. 641; 67 L. J. Q. B. 655; 78 L. T. 718; 47 W. R. 46; 19 Cox, 141 1

Bennet, *In re*; Greenwood *v.* Bennet, [1913] 2 Ch. 318; 82 L. J. Ch. 506; 109 L. T. 302 . 467

Bennett, *In re*; Official Receiver, *Ex parte*, [1907] 1 K. B. 149; 76 L. J. K. B. 134; 95 L. T. 887; 14 Mans. 6; 23 T. L. R. 99 . 70

Bennett Steamship Co. *v.* Hull Mutual Steamship Protecting Society, [1913] 3 K. B. 372; 82 L. J. K. B. 1003; 109 L. T. 213; 18 Com. Cas. 274; 58 S. J. 14; 29 T. L. R. 645 122

Bennett *v.* Stepney Corporation, 1912, 107 L. T. 383; 76 J. P. 473; 10 L. G. R. 954 . . 588

Bennett *v.* White, [1910] 2 K. B. 643; 79 L. J. K. B. 1133; 103 L. T. 52 618

Bennetts *v.* Brown, [1908] 1 K. B. 490; 77 L. J. K. B. 515; 98 L. T. 281; 13 Com. Cas. 110; 11 Asp. 10; 24 T. L. R. 199 . . . 244

Benoist, *In re*, [1909] 2 K. B. 784; 78 L. J. K. B. 1105; 101 L. T. 432; 16 Mans. 276; 53 S. J. 700 76

Bentham, *In re*; Pearce *v.* Bentham, 1906, 94 L. T. 307 . . 448

Bentley's Yorkshire Breweries, *In re*; Charlesworth *v.* Bentley's Yorkshire Breweries, [1909] 2 Ch. 609; 78 L. J. Ch. 704; 101 L. T. 488; 16 Mans. 296; 53 S. J. 715 454

Benz's Application, *In re*, 57 S. J. 301; 29 T. L. R. 295 . . 664

Berkhampstead Grammar School, *In re*, [1908] 2 Ch. 25; 77 L. J. Ch. 571; 99 L. T. 147; 72 J. P. 273; 6 L. G. R. 791; 24 T. L. R. 514 307

Betts *v.* Macnaughten, [1910] 1 Ch. 430; 79 L. J. Ch. 207; 100 L. T. 922; 17 Mans. 71; 53 S. J. 521; 25 T. L. R. 552. 140, 141

Betts *v.* Pickford, [1906] 2 Ch. 87; 75 L. J. Ch. 483; 94 L. T. 363; 54 W. R. 476; 22 T. L. R. 315 . 246

Betts *v.* Stevens, [1910] 1 K. B. 1; 79 L. J. K. B. 17; 101 L. T. 564; 73 J. P. 486; 7 L. G. R. 1052; 26 T. L. R. 5 . . . 498

Beucker *v.* Aberdeen Steam Trawling Co., [1910] S. C. 655 119, 121

Bevan *v.* Energlyn Colliery Co., [1912] 1 K. B. 63; 81 L. J. K. B. 172; 105 L. T. 654; 28 T. L. R. 27 294

Bevan *v.* Shears, [1911] 2 K. B. 936; 80 L. J. K. B. 1325; 75 J. P. 478; 9 L. G. R. 1066; 27 T. L. R. 516 268

Bewick, *In re*; Ryle *v.* Ryle, [1911] 1 Ch. 116; 80 L. J. Ch. 47; 103 L. T. 634; 55 S. J. 109 . 549, 673

Biddulph *v.* Peel; Peel's Settlement, *In re*, [1911] 2 Ch. 165; 80 L. J. Ch. 574; 105 L. T. 330; 55 S. J. 580 . . . . . 5, 573

Bien, The, [1911] P. 40; 80 L. J. P. 59; 104 L. T. 42; 11 Asp. 558; 27 T. L. R. 9 . . . 379, 521

Bigge, *In re*; Granville *v.* Moore, [1907] 1 Ch. 714; 76 L. J. Ch. 413; 96 L. T. 903 . . . 19

Biggs *v.* Evans, 1912, 106 L. T. 796 505

Billericay Rural Council *v.* Poplar Union, [1911] 2 K. B. 801; 80 L. J. K. B. 1241; 105 L. T. 476; 75 J. P. 497; 9 L. G. R. 796; 55 S. J. 647 384

Birchal *v.* Crisp, [1913] 2 Ch. 375; 82 L. J. Ch. 442; 109 L. T. 275 . 263

Birkbeck Permanent Benefit Building Society, *In re*, [1912] 2 Ch. 183; 81 L. J. Ch. 769; 106 L. T. 968; 28 T. L. R. 451 . 98

Birkbeck Permanent Benefit Building Society, *In re*, [1913] 1 Ch. 400; 82 L. J. Ch. 232;

108 L. T. 211; 20 Mans. 159; 29 T. L. R. 256 . . . 98, 680

Birkbeck Permanent Benefit Building Society, *In re*; Official Receiver *v.* Licences Insurance Corporation, [1913] 2 Ch. 34; 82 L. J. Ch. 386; 108 L. T. 664; [1913] W. C. & I. Rep. 566; 57 S. J. 559 . . . . 194, 419

Birks *v.* Stafford Coal and Iron Co., [1913] 3 K. B. 686; 82 L. J. K. B. 1334; 109 L. T. 290; [1913] W. C. & I. Rep. 755; 57 S. J. 729 . . . 280

Birmingham Cabinet Manufacturing Co. *v.* Dudley, 1910, 102 L. T. 619 298

Birmingham and Midland Motor Omnibus Co. *v.* London & North Western Railway, [1913] 3 K. B. 850; 109 L. T. 64; 57 S. J. 752 263

Birmingham Tramways Co. *v.* Law [1910] 2 K. B. 965; 80 L. J. K. B. 80; 103 L. T. 44; 74 J. P. 35; 8 L. G. R. 667 . . . 501

Birstall Candle Co. *v.* Daniels, [1908] 2 K. B. 254; 77 L. J. K. B. 590; 99 L. T. 109; 24 T. L. R. 572 611

Birstingl *v.* Birstingl; Pyke, *In re*, [1912] 1 Ch. 770; 81 L. J. Ch. 495; 106 L. T. 751; 56 S. J. 380 182

Black & Co.'s Case; Paragassu Steam Railroad Co., *In re*, 1872, L. R. 8 Ch. 254; 42 L. J. Ch. 404, 442; 28 L. T. 50; 21 W. R. 249 . . . . 147, 149

Blackburn, *Ex parte*; Teale, *In re*, [1912] 2 K. B. 367; 81 L. J. K. B. 1243; 106 L. T. 893; 19 Mans. 327; 56 S. J. 553; 28 T. L. R. 415 71

Blackburn *v.* Parbola, Ltd.; Parbola, Ltd., *In re*, [1909] 2 Ch. 437; 78 L. J. Ch. 782; 101 L. T. 382; 53 S. J. 697 . . . 351

Blackledge *v.* Blackledge, [1913] P. 9; 82, L. J. P. 13; 77 J. P. 427; 57 S. J. 159; 29 T. L. R. 120 654

Blackledge *v.* Bolshaw, 1908, 99 L. T. 60; 72 J. P. 383; 6 L. G. R. 885; 24 T. L. R. 696 . . . 94

Blackpool and Fleetwood Tramroad Co. *v.* Bispham Urban Council, [1910] 1 K. B. 592; 79 L. J. K. B. 322; 102 L. T. 238; 74 J. P. 141; 8 L. G. R. 149 . 598

Bladon, *In re*; Dando *v.* Porter, [1911] 2 Ch. 350; [1912] 1 Ch. 45; 81 L. J. Ch. 117; 105 L. T. 729; 28 T. L. R. 57 . . 182, 453

Blair *v.* Clark, [1908] 2 K. B. 548; 77 L. J. K. B. 647; 99 L. T. 172 334

Blair *v.* Maidstone Palace of Varieties; Maidstone Palace of Varieties, *In re*, [1909] 2 Ch. 283; 78 L. J. Ch. 739; 101 L. T. 458; 16 Mans. 260 . . 600

Blair Open Hearth Furnace Co., *In re*, 1913, 109 L. T. 149; 57 S. J. 664 134

Blair Open Hearth Furnace Co. *v.* Reigart, 1913, 108 L. T. 665; 57 S. J. 500; 29 T. L. R. 449 . 135, 141

Blake *v.* Bayne, [1908] A. C. 371; 77 L. J. P. C. 97; 99 L. T. 35 . 56

Blake *v.* Head, 1912, 28 T. L. R. 321; 106 L. T. 822; [1912] W. C. Rep. 198 285

Blakey *v.* Robson, [1912] S. C. 334; [1912] W. C. Rep. 86 . . 285

Blanche, The, [1908] P. 259; 77 L. J. P. 99; 99 L. T. 249; 11 Asp. 75 531

Bland *v.* Russian Bank for Foreign Trade, 1906, 11 Com. Cas. 71 . 26

Blow, *In re*; St. Bartholomew's Hospital *v.* Cambden, [1913] 1 Ch. 358; 82 L. J. Ch. 207; 108 L. T. 413; 57 S. J. 303; 29 T. L. R. 279. Reversed, 58 S. J. 136; 30 T. L. R. 117 . . . 338

Blow Boat, The, [1912] P. 217; 82 L. J. P. 24 116

Blythe *v.* Birtley, [1910] 1 Ch. 228; 79 L. J. Ch. 315; 101 L. T. 842; 17 Mans. 165; 26 T. L. R. 215 370

Boag *v.* Lochwood Collieries, [1910] S. C. 51 298

Boaler, *In re*, 1913, 29 T. L. R. 767 . 684

Boaler *v.* Power, [1910] 2 K. B. 229; 79 L. J. K. B. 486; 102 L. T. 450; 17 Mans. 125; 26 T. L. R. 358 70

Board of Education *v.* Rice, [1911] A. C. 179; 80 L. J. K. B. 796; 104 L. T. 689; 75 J. P. 393; 9 L. G. R. 652; 55 S. J. 440; 27 T. L. R. 378 . . . 269, 270

Board of Trade, *Ex parte*; Sims, *In re*, [1907] 2 K. B. 36; 76 L. J. K. B. 849 67

Board of Trade *v.* Anglo-American Oil Co., [1911] 2 K. B. 225; 80 L. J. K. B. 835; 104 L. T. 497; 11 Asp. M. C. 599; 16 Com. Cas. 151; 27 T. L. R. 344 . . 614

Board of Trade *v.* Employers' Liability Assurance Corporation, [1910] 2 K. B. 649; 79 L. J. K. B. 1001; 102 L. T. 850; 54 S. J. 581; 26 T. L. R. 511 . . 68

Boden, *In re*; Boden *v.* Boden, [1907] 1 Ch. 132; 76 L. J. Ch. 100; 95 L. T. 741 . . . 19

Bodlewell, The, [1907] P. 286; 76 L. J. P. 61; 96 L. T. 854; 10 Asp. 479; 23 T. L. R. 356 . 119

Bodman *v.* Bodman, 1913, 108

L. T. 383; 57 S. J. 359; 29 T. L. R. 348 . . . . 509, 640
Boehm *v.* Goodall, [1911] 1 Ch. 155; 80 L. J. Ch. 86; 103 L. T. 717; 55 S. J. 108; 27 T. L. R. 106 . 600
Boger *v.* Boger, [1908] P. 300; 77 L. J. P. 151; 99 L. T. 881; 24 T. L. R. 744 262
Bolivia Republic *v.* Indemnity Mutual Marine Insurance Co., [1909] 1 K. B. 785; 78 L. J. K. B. 596; 100 L. T. 503; 14 Com. Cas. 156; 53 S. J. 266; 25 T. L. R. 254 567
Bolton, *Ex parte;* Taylor, *In re,* [1909] 1 K. B. 103; 78 L. J. K. B. 102; 99 L. T. 939; 16 Mans. 19; 25 T. L. R. 77 . . 80
Bolton JJ., *Ex parte;* R. *v.* Salford Hundred JJ., [1912] 2 K. B. 567; 81 L. J. K. B. 952; 107 L. T. 174; 76 J. P. 395; 23 Cox. C. C. 110 456
Bolton *v.* Everett, 1911, 105 L. T. 830; 9 L. G. R. 1050; 75 J. P. 534; 22 Cox C. C. 632 . . 610
Bonacina, *In re;* Le Brasseur *v.* Bonacina, [1912] 2 Ch. 394; 81 L. J. Ch. 674; 56 S. J. 667; 28 T. L. R. 508 78
Bond, *In re;* Capital and Counties Bank, *Ex parte,* [1911] 2 K. B. 988; 81 L. J. K. B. 112; 19 Mans. 22 61
Bond, Connolly & Co. *v.* Federal Steam Navigation Co., 1906, 22 T. L. R. 685 103
Bonnefoi, *In re;* Surrey *v.* Perrin, [1912] P. 233; 82 L. J. P. 17; 107 L. T. 512; 57 S. J. 62 . . 583
Bonnett and Fowler, *In re,* [1913] 2 K. B. 537; 82 L. J. K. B. 713; 108 L. T. 497; 77 J. P. 281. . 657
Bonnin *v.* Neame, [1910] 1 Ch. 732; 79 L. J. Ch. 388; 102 L. T. 708 . 525
Boon *v.* Quance, 1910, 102 L. T. 443 277
Booth *v.* Walkden Spinning and Manufacturing Co., [1909] 2 K. B. 368; 78 L. J. K. B. 764; 16 Mans. 225 143
Bootle Overseers *v.* Liverpool Warehousing Co., 1901, 85 L. T. 45; 65 J. P. 740 598
Borland *v.* Watson, [1912] S. C. 15. 283
Bosch *v.* Simms Manufacturing Co., 1909, 25 T. L. R. 419 . . 155
Boswell, *In re;* Merritt *v.* Boswell, [1906] 2 Ch. 359; [1907] 1 Ch. 331; 75 L. J. Ch. 234, 658; 94 L. T. 243; 54 W. R. 306; 22 T. L. R. 247 462
Bott *v.* Chester; Park, *In re,* [1910] 2 Ch. 322; 79 L. J. Ch. 502; 102 L. T. 725; 54 S. J. 563 . 445, 606
Bottomley, *Ex parte,* [1909] 2 K. B. 14; 78 L. J. K. B. 547; 100 L. T. 782; 73 J. P. 246; 22 Cox C. C. 106; 25 T. L. R. 371 . 653
Boulcott's Settlement, *In re;* Wood *v.* Boulcott, 1911, 104 L. T. 205; 55 S. J. 313 . . . 19
Boulter, *In re;* Manchester and Liverpool District Banking Co., *Ex parte,* 1911, 55 S. J. 554 . 61
Boulton *v.* Hunt, 1913, 109 L. T. 245; 77 J. P. 337 86
Bourne *v.* Bourne, [1913] P. 164; 82 L. J. P. 117; 108 L. T. 1039; 29 T. L. R. 657 261
Bourne & Tant *v.* Salmon & Gluckstein, [1907] 1 Ch. 616; 76 L. J. Ch. 374; 96 L. T. 629; 71 J. P. 329 29
Bow *v.* Camosun (Owners), [1909] A. C. 597; 79 L. J. P. C. 17; 101 L. T. 167; 25 T. L. R. 833 . 102, 618
Bowden *v.* Amalgamated Pictorials, Ltd., [1911] 1 Ch. 386; 80 L. J. Ch. 291; 103 L. T. 829 . . 180
Bowden *v.* Griffiths; Nightingale, *In re,* [1909] 1 Ch. 385; 78 L. J. Ch. 196; 100 L. T. 292 . . 658
Bowerman, *In re;* Porter *v.* Bowerman, [1908] 2 Ch. 340; 77 L. J. Ch. 594; 99 L. T. 7 . 225
Bowman *v.* Lax, [1910] P. 300; 27 T. L. R. 2 254
Boxer, *In re;* Morris *v.* Woore, [1910] 2 Ch. 69; 79 L. J. Ch. 492; 103 L. T. 126 227
Boyd *v.* Bilham, [1909] 1 K. B. 14; 78 L. J. K. B. 50; 99 L. T. 780; 72 J. P. 495 257
Boynton, Ltd., *In re;* Hoffmann *v.* Boynton, Ltd., [1910] 1 Ch. 519; 79 L. J. Ch. 247; 102 L. T. 273; 17 Mans. 36; 54 S. J. 308; 26 T. L. R. 294 . 235, 600, 601
Bracey *v.* Sherwin; Charleton, *In re,* 1911, 55 S. J. 330 . . . 590
Braddell *v.* Baker, 1911, 104 L. T. 673; 9 L. G. R. 245; 75 J. P. 185; 27 T. L. R. 182. . . 314
Bradley *v.* Essex and Suffolk Accident Indemnity Society, [1912] 1 K. B. 415; 81 L. J. K. B. 523; 105 L. T. 919; 28 T. L. R. 175 3
Bradley *v.* Ramsay, 1912, 106 L. T. 771; 28 T. L. R. 388 . 251, 523
Bradley *v.* Wallaces, [1913] 3 K. B. 629; 82 L. J. K. B. 1074; 109 L. T. 281; 29 T. L. R. 705. 18
Bradshaw *v.* Packer; Beaumont, *In re,* [1913] 1 Ch. 325; 82 L. J. Ch. 183; 108 L. T. 181; 57 S. J. 283 674
Brailey *v.* Rhodesia Consolidated, Ltd., [1910] 2 Ch. 95; 79 L. J. Ch. 494; 102 L. T. 805; 17 Mans. 222; 54 S. J. 475 . . 145
Braintree Union *v.* Rochford Union,

1911, 81 L. J. K. B. 251; 106 L. T. 569; 76 J. P. 41; 10 L. G. R. 40; 28 T. L. R. 60 . 245, 691

Brass *v.* Young, [1913] 2 Ch. 206; 82 L. J. Ch. 396; 108 L. T. 917 . 496

Brazilian Rubber Plantations and Estates, Ltd., *In re,* [1911] 1 Ch. 425; 80 L. J. Ch. 221; 103 L. T. 697; 18 Mans. 177; 27 T. L. R. 109 . 139

Brazilian Rubber Plantations and Estates, *In re,* 1911, 103 L. T. 882 660

Bremner's Patent, *In re,* [1909] 2 Ch. 217; 78 L. J. Ch. 550; 101 L. T. 21; 25 T. L. R. 610 . 530

Brice *v.* Lloyd, [1909] 2 K. B. 804; 79 L. J. K. B. 37; 101 L. T. 472; 58 S. J. 744; 25 T. L. R. 759 . 284

Bridges, *Ex parte;* R. *v.* Locke [1911] 1 K. B. 680; 80 L. J. K. B. 358; 103 L. T. 790; 75 J. P. 145; 9 L. G. R. 103; 55 S. J. 139; 27 T. L. R. 148 . 93

Bridgwater's Settlement, *In re,* [1910] 2 Ch. 342; 79 L. J. Ch. 746; 103 L. T. 421 . 30

Briggs *v.* Mitchell, [1911] S. C. 705 281

Brinsmead *v.* Brinsmead, [1913] 1 Ch. 492; 82 L. J. Ch. 305; 108 L. T. 601; 30 R. P. C. 489; 57 S. J. 478 . 20

Brinson *v.* Davies, 1911, 105 L. T. 134; 55 S. J. 501; 27 T. L. R. 442 . 578

Bristol Corporation *v.* Aird, [1913] A. C. 241; 82 L. J. K. B. 684; 108 L. T. 434; 77 J. P. 209; 29 T. L. R. 360 . 25

Bristol Gas Co. *v.* Bristol Tramways and Carriage Co., [1910] 1 K. B. 114; 79 L. J. K. B. 219; 101 L. T. 659; 8 L. G. R. 30; 74 J. P. 35; 54 S. J. 47; 26 T. L. R. 75 . 373, 672

Bristol Guardians *v.* Bristol Waterworks Co., [1912] 1 Ch. 846; 81 L. J. Ch. 608; 106 L. T. 615; 76 J. P. 273; 11 L. G. R. 87; 28 T. L. R. 349 . 687

Bristol Settlement, *In re;* Grey *v.* Grey, [1897] 1 Ch. 946; 66 L. J. Ch. 446 . 576

Bristol Tramways, etc., Co., Ltd. *v.* Fiat Motors, Ltd., [1910] 2 K. B. 831; 79 L. J. K. B. 1107; 103 L. T. 443; 26 T. L. R. 629 . 611

Bristol United Breweries *v.* Abbot, [1908] 1 Ch. 279; 77 L. J. Ch. 136; 98 L. T. 22; 15 Mans. 82; 24 T. L. R. 91 . 233

Britannic Merthyr Coal Co. *v.* David, [1910] A. C. 74; 79 L. J. K. B. 153; 101 L. T. 833; 54 S. J. 151; 26 T. L. R. 164 . 273

British Association of Glass Bottle Manufacturers *v.* Nettlefold, [1912] 1 K. B. 369; 81 L. J. K. B. 270; 106 L. T. 5 . 264

British Association of Glass Bottle Manufacturers *v.* Nettlefold, [1912] A. C. 709; 81 L. J. K. B. 1125; 107 L. T. 529; 56 S. J. 702 . 264

British Building Stone Co., *In re,* [1908] 2 Ch. 450; 77 L. J. Ch. 752; 99 L. T. 608; 15 Mans. 349 145

British Cash and Parcel Conveyers' Co. *v.* Lamson Store Service Co., [1908] 1 K. B. 1006; 77 L. J. K. B. 649; 98 L. T. 875 . 468

British Columbia Electric Railway *v.* Stewart, [1913] A. C. 816; 83 L. J. P. C. 53 . 5

British Columbian Fisheries, *Ex parte;* Pacific Coast Syndicate, *In re,* [1913] 2 Ch. 26; 82 L. J. Ch. 404; 108 L. T. 823; 57 S. J. 518 . 148

British Equitable Assurance Co. *v.* Baily, [1906] A. C. 35; 75 L. J. Ch. 73; 94 L. T. 1; 13 Mans. 13; 22 T. L. R. 152 . 458

British Equitable Bond and Mortgage Corporation, Ltd., *In re,* [1910] 1 Ch. 574; 79 L. J. Ch. 288; 102 L. T. 421; 17 Mans. 177 . 145

British Foreign and Colonial Light Co. *v.* Metropolitan Gas Meters, [1912] 2 Ch. 82; 81 L. J. Ch. 520; 106 L. T. 834 . 528

British and Mexican Shipping Co. *v.* Lockett, [1911] 1 K. B. 264; 80 L. J. K. B. 462; 103 L. T. 868; 16 Com. Cas. 75; 11 Asp. M. C. 565 . 244

British Power Traction and Lighting Co., Ltd., *In re,* [1910] 2 Ch. 470; 79 L. J. Ch. 666; 103 L. T. 451; 54 S. J. 749 . 235

British South Africa Co. *v.* De Beers Consolidated Mines, Ltd. *See* De Beers Consolidated Mines, Ltd. *v.* British South Africa Co.

British United Shoe Machinery Co. *v.* Collier, 1910, 27 R. P. C. 567; 26 T. L. R. 587 . 527

British Vacuum Cleaner Co. *v.* New Vacuum Cleaner Co., [1907] 2 Ch. 312; 76 L. J. Ch. 511; 97 L. T. 201; 14 Mans. 231; 23 T. L. R. 587 . 130

British Westinghouse Electric and Manufacturing Co. *v.* Underground Electric Railway Company of London, [1911] 1 K. B. 575; 80 L. J. K. B. 370; 104 L. T. 105 . 218

British Westinghouse Electric and

Manufacturing Co. *v.* Underground Electric Railways Co. of London, [1912] A. C. 673; 81 L. J. K. B. 1132; 107 L. T. 325; 56 S. J. 739 26, 219
British Widows' Assurance Co., *In re*, [1905] 2 Ch. 40; 74 L. J. Ch. 525; 93 L. T. 38; 54 W. R. 53; 12 Mans. 407; 21 T. L. R. 519 459
Broad, *In re; Official Receiver, Ex parte*, 1911, 105 L. T. 719; 56 S. J. 35 336
Broadbent, *Ex parte;* R. *v.* Yorkshire (W. R.) JJ., [1910] 2 K. B. 192; 79 L. J. K. B. 731; 102 L. T. 814; 74 J. P. 271; 8 L. G. R. 777; 26 T. L. R. 419 268
Broadwood, *In re;* Lyall *v.* Broadwood, [1911] 1 Ch. 277; 80 L. J. Ch. 202; 104 L. T. 49 445
Brock, *In re*, [1910] 1 Ch. 130; 79 L. J. Ch. 211; 101 L. T. 587; 54 S. J. 100; 26 T. L. R. 100 663
Brock *v.* Pain, 1912, 105 L. T. 976; 28 R. P. C. 697 663
Brockman, *In re*, [1909] 2 Ch. 170; 78 L. J. Ch. 460; 100 L. T. 821; 53 S. J. 577; 25 T. L. R. 595 642
Broderick *v.* London County Council, [1908] 2 K. B. 807; 77 L. J. K. B. 1217; 99 L. T. 569; 24 T. L. R. 822 283
Bromley *v.* Smith, [1909] 2 K. B. 235; 78 L. J. K. B. 745; 100 L. T. 731 404, 600
Bromley Rural Council *v.* Chittenden, 1906, 70 J. P. 409; L. G. R. 967 384
Bromley Rural Council *v.* Croydon Corporation, [1908] 1 K. B. 353; 77 L. J. K. B. 335; 98 L. T. 165; 72 J. P. 17; 6 L. G. R. 165; 24 T. L. R. 132 383
Brook *v.* Meltham Urban Council, [1909] A. C. 438; 78 L. J. K. B. 719; 100 L. T. 818; 73 J. P. 353; 7 L. G. R. 770; 53 S. J. 541; 25 T. L. R. 582 610
Brook *v.* Whitton; Winn, *In re*, [1910] 1 Ch. 278; 79 L. J. Ch. 165; 101 L. T. 737 505
Brooke *v.* Brooke, [1912] P. 136; 81 L. J. P. 75; 106 L. T. 776; 56 S. J. 382; 28 T. L. R. 314 262
Brooke *v.* Searle; Searle, *In re*, [1912] 1 Ch. 610; 81 L. J. Ch. 375; 106 L. T. 458; 56 S. J. 444 508
Brookes *v.* Cohen; Cohen, *In re*, [1911] 1 Ch. 37; 80 L. J. Ch. 208; 103 L. T. 626; 55 S. J. 11 575
Brooking-Phillips *v.* Brooking-Phillips, [1913] P. 80; 82 L. J. P. 57; 108 L. T. 397; 29 T. L. R. 288 605
Brooks *v.* Beirnstein, [1908] 1 K. B. 98; 78 L. J. K. B. 243; 99 L. T. 970 385
Brooks *v.* Billingham, 1912, 56 S. J. 503 368
Brooks *v.* Inland Revenue Commissioners, 1913, 82 L. J. K. B. 1086; 29 T. L. R. 755 392
Brooks *v.* Marston, [1913] 2 Ch. 75; 82 L. J. Ch. 393; 108 L. T. 948 461, 462, 496
Brooks *v.* Muckleston, [1909] 2 Ch. 519; 79 L. J. Ch. 12; 101 L. T. 343 461
Brougham, *Ex parte;* Darby, *In re*, [1911] 1 K. B. 95; 80 L. J. K. B. 180; 18 Mans. 10 71
Brougham *v.* Dwyer, 1913, 108 L. T. 504; 29 T. L. R. 234 98
Brown, *Ex parte;* R. *v.* Garrett-Pegge, [1911] 1 K. B. 880; 80 L. J. K. B. 609; 104 L. T. 649; 75 J. P. 169; 22 Cox. C. C. 445; 27 T. L. R. 187 652
Brown *v.* Burt, 1911, 81 L. J. K. B. 17; 105 L. T. 420; 27 T. L. R. 572; 5 Tax. Cas. 667 393
Brown *v.* Crossley, [1911] 1 K. B. 603; 80 L. J. K. B. 478; 104 L. T. 429; 75 J. P. 177; 9 L. G. R. 194; 22 Cox. C. C. 402; 27 T. L. R. 194 498
Brown *v.* Dean. *See* Dean *v.* Brown.
Brown *v.* Heywood; Dunster, *In re*, [1909] 1 Ch. 103; 78 L. J. Ch. 138; 99 L. T. 921 446
Brown *v.* Hodgson; Young, *In re*, [1912] 2 Ch. 479; 81 L. J. Ch. 817; 107 L. T. 380 19
Brown *v.* Kent, [1913] 3 K. B. 624; 82 L. J. K. B. 1039; 109 L. T. 293; [1913] W. C. & I. Rep. 639; 29 T. L. R. 702 287
Brown *v.* Leggett, [1906] 1 K. B. 330; 75 L. J. K. B. 193; 94 L. T. 200; 54 W. R. 362; 70 J. P. 109; 22 T. L. R. 180 570
Brown *v.* Llandovery Terra Cotta Co., 1909, 25 T. L. R. 625 25
Brown *v.* Orr, [1910] S. C. 526 304
Brown *v.* Perkins; Perkins, *In re*, [1907] 2 Ch. 596; 77 L. J. Ch. 16; 97 L. T. 706 183
Brown *v.* Perkins; Perkins, *In re*, 1909, 101 L. T. 345; 53 S. J. 698 4
Brown *v.* Turner, [1912] A. C. 12; 81 L. J. K. B. 387; 105 L. T. 562; 12 Asp. M. C. 79; 17 Com. Cas. 171 109
Brown *v.* Watson, [1913] S. C. 593; [1913] W. C. & I. Rep. 223 285
Browne *v.* Barber, [1913] 2 K. B. 553; 82 L. J. K. B. 1006; 108 L. T. 774 640
Browne *v.* Black, [1912] 1 K. B.

316; 81 L. J. K. B. 458; 105 L. T. 982; 56 S. J. 144; 28 T. L. R. 119 87
Browne *v.* Flower, [1911] 1 Ch. 219; 80 L. J. Ch. 181; 103 L. T. 557; 55 S. J. 108 . 246, 267, 416
Browne *v.* Furtado, [1903] 1 K. B. 723; 72 L. J. K. B. 296 . . 387
Browning *v.* Browning, [1911] P. 161; 80 L. J. P. 74; 55 S. J. 462; 27 T. L. R. 404 . . 260
Bruce, *In re;* Lawford *v.* Bruce, [1908] 2 Ch. 682; 78 L. J. Ch. 56; 99 L. T. 704 . . . 447
Brunning, *In re;* Gammon *v.* Dale, [1909] 1 Ch. 276; 78 L. J. Ch. 75; 99 L. T. 918 . . . 19
Bruxellesville, The, [1908] P. 312; 77 L. J. P. 156; 98 L. T. 251; 11 Asp. 24; 24 T. L. R. 223 . 118
Brydges *v.* Brydges, [1909] P. 187; 78 L. J. P. 97; 100 L. T. 744; 25 T. L. R. 505 263
Bryson *v.* Gamage, [1907] 2 K. B. 630; 76 L. J. K. B. 936; 97 L. T. 399; 71 J. P. 439; 21 Cox 515 347
Buckland *v.* Bedingfield; Cottrell, *In re,* [1910] 1 Ch. 402; 79 L. J. Ch. 189; 102 L. T. 157 . . 19
Buckley, *Ex parte;* R. *v.* Spokes, 1912, 107 L. T. 290; 76 J. P. 354; 28 T. L. R. 420 . . 591
Buckley *v.* Buckley, 1887, 19 L. R. Ir. 544 477
Buckley *v.* Buckley, 1912, 107 L. T. 590; 57 S. J. 9 606
Buckley *v.* National Electric Theatres, [1913] 2 K. B. 277; 82 L. J. K. B. 739; 108 L. T. 871 190
Bulawayo Market and Offices Co., *In re,* [1907] 2 Ch. 458; 76 L. J. Ch. 673; 97 L. T. 752; 14 Mans. 312; 23 T. L. R. 714 . . . 135
Bull *v.* Trevor-Battye; Trevor-Battye's Settlement, *In re,* [1912] 2 Ch. 339; 81 L. J. Ch. 646; 107 L. T. 12; 56 S. J. 615 . 182
Bullock *v.* Bullock, 1910, 103 L. T. 847 261
Bullock *v.* London General Omnibus Co., [1907] 1 K. B. 264; 76 L. J. K. B. 127; 95 L. T. 905; 23 T. L. R. 62 184
Buls *v.* *Teutonic* (Owners), [1913] 3 K. B. 695; 82 L. J. K. B. 1331; 109 L. T. 127; [1913] W. C. & I. Rep. 752; 29 T. L. R. 675 277
Bulteel *v.* Lawdeshayne; Hunt's Settled Estates, *In re,* [1905] 2 Ch. 418; 74 L. J. Ch. 759; [1906] 2 Ch. 11; 75 L. J. Ch. 496 620
Bumpus, *In re;* White, *Ex parte,* [1908] 2 K. B. 330; 77 L. J. K. B. 563; 98 L. T. 680; 15 Mans. 103 . . . . 71, 258
Burchell *v.* Gowrie & Blockhouse Collieries, [1910] A. C. 614; 80 L. J. P. C. 41; 103 L. T. 867 578
Burden *v.* Rigler, [1911] 1 K. B. 337; 80 L. J. K. B. 100; 103 L. T. 758; 75 J. P. 36; 9 L. G. R. 71; 27 T. L. R. 140 . . . 590
Burge, *In re;* Skyrme, *Ex parte,* [1912] 1 K. B. 393; 81 L. J. K. B. 721; 106 L. T. 47; 20 Mans. 11 . . . . 69, 579
Burgess *v.* Booth, [1908] 2 Ch. 648; 78 L. J. Ch. 32; 99 L. T. 677 . 676
Burgess's Trustees *v.* Crawford, [1912] S. C. 387 . . . 108
Burgis *v.* Constantine, [1908] 2 K. B. 484; 77 L. J. K. B. 1045; 99 L. T. 490; 13 Com. Cas. 299; 11 Asp. 130; 24 T. L. R. 682 . 622
Burley, *In re;* Alexander *v.* Burley, [1910] 1 Ch. 215; 79 L. J. Ch. 182; 101 L. T. 805 . 576
Burmester *v.* Burmester, [1913] P. 76; 82 L. J. P. 54; 108 L. T. 272; 57 S. J. 392; 29 T. L. R. 323 10
Burniston *v.* White; Hammond, *In re,* [1911] 2 Ch. 342; 80 L. J. Ch. 690; 55 S. J. 649; 27 T. L. R. 522 693
Burns *v.* Summerlee Iron Co., [1913] S. C. 227; [1913] W. C. & I. Rep. 45 284
Burr *v.* Smith, [1909] 2 K. B. 306; 78 L. J. K. B. 889; 53 S. J. 502; 25 T. L. R. 542 . . . 582, 588
Burr *v.* Theatre Royal, Drury Lane, [1907] 1 K. B. 544; 76 L. J. K. B. 459; 96 L. T. 477; 23 T. L. R. 299 274
Burton *v.* Bevan [1908] 2 Ch. 240; 77 L. J. Ch. 591; 99 L. T. 342; 15 Mans. 272 132
Burton *v.* Hudson, [1909] 2 K. B. 564; 78 L. J. K. B. 905; 73 J. P. 401; 25 T. L. R. 641 . . . 653
Burwash *v.* Leyland, 1912, 56 S. J. 703; 28 T. L. R. 546; [1912] W. C. Rep. 400 284
Butchers' Company *v.* Rutland; Meech, *In re,* [1910] 1 Ch. 426; 79 L. J. Ch. 209 106
Butchers' Hide, Skin, and Wool Co. *v.* Seacombe, [1913] 2 K. B. 401; 82 L. J. K. B. 726; 108 L. T. 969; 77 J. P. 219; 11 L. G. R. 572; 23 Cox C. C. 400; 29 T. L. R. 415 . . . 512
Butinck, *Ex parte*; R. *v.* Halkett, [1910] 1 K. B. 50; 79 L. J. K. B. 12; 101 L. T. 603; 74 J. P. 12; 22 Cox. C. C. 202 . . .
Butler *v.* Burton-on-Trent Union,

1912, 106 L. T. 824; [1912] W. C. Rep. 222 285

Butler *v.* Fife Coal Co., [1912] A. C. 149; 81 L. J. P. C. 97; 106 L. T. 161; 28 T. L. R. 150 . 274, 275

Butler *v.* Rice, [1910] 2 Ch. 277; 79 L. J. Ch. 652; 103 L. T. 94 184, 482

Butterley Co. *v.* New Hucknall Colliery Co., [1910] A. C. 381; 79 L. J. Ch. 411; 102 L. T. 609; 26 T. L. R. 415 654

Butterworth *v.* Yorkshire (W. R.) Rivers Board, [1909] A. C. 45; 78 L. J. K. B. 203; 100 L. T. 85; 73 J. P. 89; 7 L. G. R. 189; 25 T. L. R. 117 610

Button, *In re;* Haviside, *Ex parte,* [1907] 2 K. B. 180; 76 L. J. K. B. 833; 97 L. T. 71; 14 Mans. 180; 23 T. L. R. 422 . 71

Byrne *v.* Rogers, [1910] 2 Ir. R. 220 245

Bythway, *In re;* Gough *v.* Dames, 1911, 80 L. J. Ch. 246; 104 L. T. 411; 55 S. J. 235 691

C

Cababe *v.* Walton-upon-Thames Urban District Council, [1913] 1 K. B. 481; 82 L. J. K. B. 133; 107 L. T. 738; 77 J. P. 141; 11 L. G. R. 211; 57 S. J. 158. 382

Cade *v.* Calfe, 1906, 22 T. L. R. 243 606

Cadenhead *v.* Ailsa Shipbuilding Co., [1910] S. C. 1129 . . 295

Cain *v.* Leyland, [1908] 1 K. B. 441; 77 L. J. K. B. 236; 98 L. T. 327; 24 T. L. R. 186 293

Caine *v.* Palace Shipping Co. *See* Palace Shipping Co. *v.* Caine.

Cairney *v.* Back, [1906] 2 K. B. 746; 75 L. J. K. B. 1014; 96 L. T. 111; 14 Mans. 58; 22 T. L. R. 776 . . . . 146, 334

Caithness *v.* Sinclair, [1912] S. C. 79 500

Calberla, *In re;* R. *v.* Governor of Brixton Prison, [1907] 2 K. B. 861; 76 L. J. K. B. 1117; 98 L. T. 100; 71 J. P. 509; 21 Cox 544; 23 T. L. R. 737. . . . 340

Caldwell *v.* Bethell, 1912, 82 L. J. K. B. 101; 29 T. L. R. 94. . 457

Caldwell *v.* Bethell, [1913] 1 K. B. 119; 82 L. J. K. B. 101; 107 L. T. 685; 77 J. P. 118; 23 Cox C. C. 225; 29 T. L. R. 94 . 457

Caldwell *v.* Leech, 1913, 109 L. T. 188; 77 J. P. 254; 29 T. L. R. 457 96

Caledonian Railway *v.* Glenboig Union Fireclay Co., [1911] A. C. 290; 80 L. J. P. C. 128; 104 L. T. 657; 75 J. P. 377 . . 487

Caledonian Railway *v.* Symington. *See* Symington *v.* Caledonian Railway.

Calico Printers' Association *v.* Booth, [1913] 3 K. B. 652; 82 L. J. K. B. 985; 109 L. T. 123; [1913] W. C. & I. Rep. 540; 57 S. J. 662; 29 T. L. R. 664 299

Calico Printers' Association *v.* Higham, [1912] 1 K. B. 93; 81 L. J. K. B. 232; 105 L. T. 734; [1912] W. C. Rep. 104; 56 S. J. 89; 28 T. L. R. 53 299

California Fig Syrup Co., *In re,* [1910] 1 Ch. 130; 79 L. J. Ch. 211; 101 L. T. 587; 54 S. J. 100; 26 T. L. R. 100. . . . 663

Caliph, The, [1912] P. 213; 82 L. J. P. 27; 107 L. T. 274; 12 Asp. M. C. 244; 28 T. L. R. 597 . 117

Callaway *v.* R., 1913, 108 L. T. 1029; 29 T. L. R. 603 . 326

Calne Union *v.* Wilts County Council, [1911] 1 K. B. 717; 80 L. J. K. B. 548; 9 L. J. R. 5; 75 J. P. 42. 54

Camberwell Borough Council *v.* Dixon, [1910] 1 K. B. 424; 79 L. J. K. B. 318; 102 L. T. 33; 74 J. P. 77; 8 L. G. R. 238 . 650

Campbell, *In re;* Seal, *Ex parte,* [1911] 2 K. B. 992; 81 L. J. K. B. 154; 105 L. T. 529; 19 Mans. 1 76

Campbell *v.* Hackney Furnishing Co., 1906, 22 T. L. R. 318 . . 505

Campbell *v.* Kerr, [1912] S. C. 10 . 85

Campbell *v.* Paddington Borough Council, [1911] 1 K. B. 869; 80 L. J. K B. 739; 104 L. T. 394; 75 J. P. 277; 9 L. G. R. 387 27 T. L. R. 232 . . . . 383, 509

Canada, Dominion of, *v.* Province of Ontario, [1910] A. C. 637; 80 L. J. P. C. 32; 103 L. T. 331; 26 T. L. R. 681 398

Canadian Pacific Railway *v.* Toronto Corporation, [1911] A. C. 461; 81 L. J. P. C. 5; 104 L. T. 724; 27 T. L. R. 448 . . 102

Cantiere Meccanino Brindisino *v.* Janson, [1912] 3 K. B. 452; 81 L. J. K. B. 1043; 107 L. T. 281; 17 Com. Cas. 332; 12 Asp. M. C. 246; 57 S. J. 62; 28 T. L. R. 564 472

Cap Blanco, The, [1913] P. 130; 29 T. L. R. 557 . . . . 6, 25, 27

Capital and Counties Bank, *Ex parte;* Bond, *In re,* [1911] 2 K. B. 988; 81 L. J. K. B. 112; 19 Mans. 22 61

Cardiff Corporation *v.* Hall, [1911] 1 K. B. 1009; 80 L. J. K. B. 644; 104 L. T. 467; 27 T. L. R. 339 . . . . . . 292, 299

Cardiff, The, [1909] P. 183; 78 L. J. P. 110; 25 T. L. R. 387 . 567
Cardwell, *In re;* Att.-Gen. *v.* Day, [1912] 1 Ch. 779; 81 L. J. Ch. 443; 106 L. T. 753; 56 S. J. 361; 28 T. L. R. 307 . . 56
Carlin *v.* Carlin, 1906, 70 J. P. 143 . 353
Carlin *v.* Stephen, [1911] S. C. 901 299
Carlish *v.* Salt, [1906] 1 Ch. 335; 75 L. J. Ch. 175; 94 L. T. 58; 54 W. R. 244 . . . . 523, 683
Carlisle Café Co. *v.* Muse, 1897, 67 L. J. Ch. 53 416
Carlisle *v.* Northumberland County Council, 1911, 105 L. T. 797; 75 J. P. 539; 10 L. G. R. 50 . . 636
Carlisle Rural Council *v.* Carlisle Corporation, [1909] 1 K. B. 471; 78 L. J. K. B. 307; 100 L. T. 216; 73 J. P. 121; 7 L. G. R. 268; 53 S. J. 228; 25 T. L. R. 237 383
Carlisle & Cumberland Banking Co. *v.* Bragg, [1911] 1 K. B. 489; 80 L. J. K. B. 472; 104 L. T. 121 . . . . . . 309, 580
Carlisle and Silloth Golf Club *v.* Smith, [1913] 3 K. B. 75; 82 L. J. K. B. 837; 108 L. T. 185; 11 L. G. R. 710; 6 Tax. Cas. 198; 57 S. J. 532; 29 T. L. R. 508 . 396
Carlton Illustrators *v.* Coleman, [1911] 1 K. B. 771; 80 L. J. K. B. 510; 104 L. T. 413 . . 180
Carolan *v.* Harrington, [1911] 2 K. B. 733; 80 L. J. K. B. 1153; 105 L. T. 271; 27 T. L. R. 486 302
Carroll *v.* Graham, [1905] 1 Ch. 478; 74 L. J. Ch. 398; 92 L. T. 66; 53 W. R. 549 186
Carron Co., *In re*, 1910, 27 R. P. C. 412; 54 S. J. 476; 26 T. L. R. 458 . . . . . . 663, 664
Carshalton Park Estate, *In re;* Turnell *v.* Carshalton Park Estate, [1908] 2 Ch. 62; 77 L. J. Ch. 550; 99 L. T. 12; 15 Mans. 228; 24 T. L. R. 547 . . . 229
Carshalton Urban Council *v.* Burrage, [1911] 2 Ch. 133; 80 L. J. Ch. 500; 104 L. T. 306; 75 J. P. 250; 9 L. G. R. 1037; 27 T. L. R. 280 . 650
Carter *v.* Brown; Vere, *In re*, 1906, 22 T. L. R. 273 . . . 106, 691
Cartwright *v.* Shrewsbury (Town Clerk), [1909] 2 K. B. 169; 78 L. J. K. B. 609; 100 L. T. 703; 73 J. P. 310; 7 L. G. R. 559; 2 Smith, 163; 25 T. L. R. 421 . 608
Casey *v.* Humphries, [1913] W. C. & I. Rep. 485; 57 S. J. 716; 29 T. L. R. 647 288
Cassella & Co., *In re*, [1910] 2 Ch. 240; 79 L. J. Ch. 529; 102 L. T. 792; 27 R. P. C. 453; 54 S. J. 505; 26 T. L. R. 472 . . 663, 664
Cassels *v.* Hudson; Hudson, *In re*, [1908] 1 Ch. 655; 77 L. J. Ch. 305; 98 L. T. 567; 24 T. L. R. 333 159
Casswell *v.* Cheshire Lines Committee, [1907] 2 K. B. 499; 76 L. J. K. B. 734; 97 L. T. 209; 23 T. L. R. 580 104
Castle, *In re;* Mitchell *v.* Castle, 1906, 94 L. T. 396 . . . 420
Cathcart *v.* Chalmers, [1911] A. C. 246; 80 L. J. P. C. 143; 104 L. T. 355 658
Catt *v.* Wood, [1910] A. C. 404; 79 L. J. K. B. 782; 102 L. T. 614; 26 T. L. R. 455 370
Catterson *v.* Clark, 1906, 95 L. T. 42 . . . . . . 186, 675
Causton, In the Goods of, [1906] P. 124; 75 L. J. P. 42; 94 L. T. 613; 22 T. L. R. 247 . . . 585
Cave *v.* Coleman, 1828, 3 Man. & Ry. 2 686
Cave *v.* Horsell, [1912] 3 K. B. 533; 81 L. J. K. B. 981; 107 L. T. 186; 28 T. L. R. 543 . . 194
Cavendish, *In re;* Grosvenor *v.* Butler, [1912] 1 Ch. 794; 81 L. J. Ch. 400; 106 L. T. 510; 56 S. J. 399 576
Cavendish *v.* Cavendish, [1913] P. 138; 82 L. J. P. 112; 108 L. T. 1039; 57 S. J. 741; 29 T. L. R. 653 468
Central London Railway *v.* City of London Land Tax Commissioners. *See* Land Tax Commissioners *v.* Central London Railway.
Centrifugal Butter Co., *In re*, [1913] 1 Ch. 188; 82 L. J. Ch. 87; 108 L. T. 24; 20 Mans. 34; 57 S. J. 211 . . . 149
Century Insurance Co. *v.* Larkin, [1910] 1 Ir. R. 91 . . . 335
Challinor *v.* Sykes; Dyson, *In re*, [1910] 1 Ch. 750; 79 L. J. Ch. 433; 102 L. T. 425 . . . 158
Challis *v.* Watson, [1913] 1 K. B. 547; 82 L. J. K. B. 529; 108 L. T. 505; 57 S. J. 285; 29 T. L. R. 271 191
Challoner *v.* Robinson, [1908] 1 Ch. 49; 77 L. J. Ch. 72; 98 L. T. 222; 71 J. P. 553; 24 T. L. R. 38 . . . . . . 550, 589
Chamberlain's Wharf *v.* Smith, [1900] 2 Ch. 605; 69 L. J. Ch. 783; 83 L. T. 238; 49 W. R. 91 670
Chambers, *Ex parte*, [1893] 1 Ch. 47; 62 L. J. Ch. 78; 3 R. 118; 67 L. T. 647; 41 W. R. 170 . 523
Chandler *v.* Great Western Railway Co., 1912, 106 L. T. 479; [1912] W. C. Rep. 169 285
Chaplin *v.* Brammall, [1908] 1 K. B.

233; 77 L. J. K. B. 366; 97 L. T. 860 . . . . . 375, 389

Chaplin *v.* Hicks, [1911] 2 K. B. 786; 80 L. J. K. B. 1292; 55 S. J. 580; 27 T. L. R. 458 218, 220

Chapman *v.* Andrew; Acherley, *In re*, [1913] 1 Ch. 510; 82 L. J. Ch. 260; 108 L. T. 712 . 575

Chapman *v.* Chapman, [1910] P. 271; 79 L. J. P. 115; 103 L. T. 430; 54 S. J. 721; 26 T. L. R. 634 262

Chapman *v.* Fylde Waterworks Co., [1894] 2 Q. B. 599; 64 L. J. K. B. 15; 71 L. T. 539; 43 W. R. 1; 59 J. P. 5 . . . 383

Chapman *v.* Smethurst, [1909] 1 K. B. 927; 78 L. J. K. B. 654; 100 L. T. 465; 16 Mans. 171; 14 Com. Cas. 94; 53 S. J. 340; 25 T. L. R. 383 . . . . 89, 580

Chappell *v.* Harrison, 1910, 103 L. T. 594; 75 J. P. 20; 27 T. L. R. 85 256

Charing Cross, Euston and Hampstead Rly. *v.* Boots, [1909] 2 K. B. 640; 78 L. J. K. B. 1115; 101 L. T. 53; 25 T. L. R. 683 . 297

Charing Cross, West End, and City Electric Supply Co. *v.* London Hydraulic Power Co., [1913] 3 K. B. 442; 109 L. T. 635; 77 J. P. 378; 11 L. G. R. 1013; 29 T. L. R. 649 . . . 509

Charlesworth, *In re*; Robinson *v.* Cleveland, 1910, 101 L. T. 908; 54 S. J. 196; 26 T. L. R. 214 . 106

Charlesworth *v.* Bentley's Yorkshire Breweries; Bentley's Yorkshire Breweries, *In re*, [1909] 2 Ch. 609; 78 L. J. Ch. 704; 101 L. T. 488; 16 Mans. 296; 53 S. J. 715 454

Charlesworth *v.* Watson, [1906] A. C. 14; 75 L. J. K. B. 137; 94 L. T. 6 487

Charlesworth's Trusts, *In re*; Tew *v.* Briggs, [1912] 1 Ch. 319; 81 L. J. Ch. 267; 105 L. T. 817; 56 S. J. 108 225

Charleton, *In re*; Bracey *v.* Sherwin, 1911, 55 S. J. 330 . . . 590

Charlton *v.* Charlton, [1906] 2 Ch. 523; 75 L. J. Ch. 715; 95 L. T. 714 575

Charrington *v.* London and North-Western Rly., [1905] 2 K. B. 437; 74 L. J. K. B. 835; 93 L. T. 215; 12 Rly. & Can. Traff. Cas. 171; 22 T. L. R. 457 . 594

Chatterton, *Ex parte*; Van Laun, *In re*, [1907] 2 K. B. 23; 76 L. J. K. B. 614; 97 L. T. 69; 14 Mans. 91; 23 T. L. R. 384 . . . 75

Chesney *v.* Newsholme, [1908] P. 301 154

Chester *v.* Henson; Henson, *In re*, [1908] 2 Ch. 356; 77 L. J. Ch. 598; 99 L. T. 336 . . 337, 582

Chesterfield *v.* Harris. *See* Harris *v.* Chesterfield.

Chesterfield's Settled Estates, *In re*, [1911] 1 Ch. 237; 80 L. J. Ch. 186; 103 L. T. 823 . . . 349

Chesterton *v.* Gardom, [1912] 1 K. B. 176; 81 L. J. K. B. 198; 105 L. T. 300; 9 L. G. R. 1274; 76 J. P. 78; 2 Smith 353; 56 S. J. 92; 28 T. L. R. 55. . 367

Chetti *v.* Chetti, [1908] P. 67; 78 L. J. P. 23; 99 L. T. 885; 53 S. J. 163; 25 T. L. R. 146 . 476

Chetwynd's Trustee (or Mason) *v.* Bolton's Library Ltd., [1913] 1 K. B. 83; 82 L. J. K. B. 217; 107 L. T. 673; 20 Mans. 1; 57 S. J. 96 62

Child *v.* Edwards, [1909] 2 K. B. 753; 78 L. J. K. B. 1061; 101 L. T. 422; 25 T. L. R. 706 . 417

Childe, *Ex parte*; Walker, *In re*, 1909, 100 L. T. 860; 53 S. J. 486; 25 T. L. R. 525 . . 71

Ching *v.* Surrey County Council, [1910] 1 K. B. 736; 79 L. J. K. B. 481; 102 L. T. 414; 8 L. G. R. 369; 74 J. P. 187; 54 S. J. 360; 26 T. L. R. 355 . 269

Chinkiang, The, [1908] A. C. 251; 77 L. J. P. C. 72; 24 T. L. R. 460 120

Chirgwin *v.* Russell, 1910, 55 S. J. 10; 27 T. L. R. 21 . . . 651

Chorley Corporation *v.* Nightingale, [1907] 2 K. B. 637; 76 L. J. K. B. 1003; 97 L. T. 465; 71 J. P. 441; 5 L. G. R. 1114; 23 T. L. R. 651 . . 381, 530

Christ Church, Ealing, *In re*, [1906] P. 289 390

Christineville Rubber Estates Ltd., *In re*, 1911, 81 L. J. Ch. 63; 56 S. J. 53; 19 Mans. 78; 28 T. L. R. 38 134

Church Army, *In re*, 1906, 75 L. J. Ch. 467; 94 L. T. 559; 22 T. L. R. 428 109

Churchward *v.* Churchward, [1895] P. 7 260

Churchward *v.* Churchward, [1910] P. 195; 79 L. J. P. 59; 102 L. T. 862; 26 T. L. R. 401. . 622

Chuter *v.* Freeth & Pocock, Ltd., [1911] 2 K. B. 832; 80 L. J. K. B. 1322; 105 L. T. 238; 75 J. P. 430; 9 L. G. R. 1055; 22 Cox C. C. 573; 27 T. L. R. 467. 483

Clack *v.* Clack, [1906] 1 K. B. 483; 75 L. J. K. B. 274; 94 L. T. 516; 54 W. R. 375; 22 T. L. R. 313 . 191

Clan Cumming, The, [1907] P. 311; 77 L. J. P. 1; 97 L. T. 14; 10 Asp. 436 121

Clan Steam Trawling Co. *v.* Aber-

deen Steam Trawling Co., [1908] S. C. 651 613
Clare *v.* Dobson, [1911] 1 K. B. 35; 80 L. J. K. B. 158; 103 L. T. 506; 27 T. L. R. 22 . . 219, 417
Clark *v.* Balm Hill, [1908] 1 K. B. 667; 77 L. J. K. B. 369; 15 Mans. 42 90
Clark *v.* Lloyds Bank, 1910, 79 L. J. Ch. 645; 103 L. T. 211; 74 J. P. 429; 54 S. J. 704 . . 506
Clarke *v.* Church of England Collegiate School of St. Peter; Da Costa, *In re;* [1912] 1 Ch. 337; 81 L. J. Ch. 293; 106 L. T. 458; 55 S. J. 240; 28 T. L. R. 189 . . . . . . 69, 549
Clarke *v.* Clarke, [1911] P. 186; 80 L. J. P. 135; 105 L. T. 1; 55 S. J. 535. 622
Clarke, Nicholls & Coombs, 1913, 57 S. J. 793; [1913] W. C. & I. Rep. 664 296
Clarke *v.* Simpson; Simpson, *In re,* [1913] 1 Ch. 277; 82 L. J. Ch. 169; 108 L. T. 317; 57 S. J. 302 620
Clarke *v.* West Ham Corporation, [1909] 2 K. B. 858; 79 L. J. K. B. 56; 101 L. T. 481; 73 J. P. 461; 7 L. G. R. 1118; 53 S. J. 731; 25 T. L. R. 805 672
Clarkson *v.* Robinson; Robinson, *In re,* [1911] 1 Ch. 230; 80 L. J. Ch. 309; 103 L. T. 857; 27 T. L. R. 182 490
Clarkson *v.* Robinson; Robinson, *In re* (No. 2), 1911; 104 L. T. 712; 27 T. L. R. 441 . . 490
Claverley (Vicar) *v.* Claverley (Parishioners), [1909] P. 195 . . 550
Clayton *v.* Le Roy, [1911] 2 K. B. 1031; 81 L. J. K. B. 49; 104 L. T. 419; 75 J. P. 229; 27 T. L. R. 206; 105 L. T. 430; 75 J. P. 521; 27 T. L. R. 479 158, 251, 475
Clayton's Case, 1 Mer. 530 . 24, 59
Cleaver, In the Goods of, [1905] P. 319; 74 L. J. P. 164; 94 L. T. 99 336
Clemens Horst Co. *v.* Biddell, [1912] A. C. 18; 81 L. J. K. B. 42; 105 L. T. 563; 17 Com. Cas. 55; 12 Asp. 80; 56 S. J. 50; 28 T. L. R. 42 612
Clibborn *v.* O'Brien; Friends' Free School, *In re,* [1909] 2 Ch. 675; 79 L. J. Ch. 5; 101 L. T. 204; 53 S. J. 733; 25 T. L. R. 782 106
Clifford, *In re;* Mallam *v.* M'Fie, [1912] 1 Ch. 29; 81 L. J. Ch. 220; 106 L. T. 14; 56 S. J. 91; 28 T. L. R. 57 . . . . 106, 692
Clifford *v.* Timms, [1908] A. C. 12; 77 L. J. Ch. 91; 98 L. T. 64; 24 T. L. R. 112 245
Clinton *v.* Bennett, [1908] 1 K. B. 109; 77 L. J. K. B. 52; 97 L. T. 789 186
Clinton *v.* Lyons, [1912] 3 K. B. 198; 81 L. J. K. B. 923; 106 L. T. 988; 28 T. L. R. 462 . 18
Clissold *v.* Cratchley, [1910] 2 K. B. 244; 79 L. J. K. B. 635; 102 L. T. 520; 54 S. J. 442; 26 T. L. R. 409 673
Clode *v.* Andrews; Kenny, *In re,* 1907, 97 L. T. 130 . . . 106
Clouette *v.* Storey, [1911] 1 Ch. 18; 80 L. J. Ch. 193; 103 L. T. 617 153, 412, 581
Clover *v.* Hughes, [1910] A. C. 242; 79 L. J. K. B. 470; 102 L. T. 340; 54 S. J. 375; 26 T. L. R. 359 286
Clunie-Ross, *In re;* Stubbings *v.* Clunie-Ross, [1912] W. N. 33; 106 L. T. 96; 56 S. J. 252 . . 446
Clutterbuck *v.* Clutterbuck, 1913, 108 L. T. 573; 57 S. J. 463; 29 T. L. R. 480 . . . 10, 469
Clydebank Engineering Co. *v.* Castaneda, [1905] A. C. 6; 74 L. J. P. C. 1; 91 L. T. 666; 21 T. L. R. 58 463
Clydesdale Bank *v.* Schroder, [1913] 2 K. B. 1; 82 L. J. K. B. 750; 106 L. T. 955; 17 Com. Cas. 210; 56 S. J. 519 . . . 489
Coaker *v.* Willcocks, [1911] 1 K. B. 649; 103 L. T. 806; 55 S. J. 155; 27 T. L. R. 137; [1911] 2 K. B. 124; 80 L. J. K. B. 1026; 104 L. T. 769; 27 T. L. R. 357 . . . . 346, 574
Coaks, *In re;* Coaks *v.* Bayley, [1911] 1 Ch. 171; 80 L. J. Ch. 136; 103 L. T. 799 . . . 182
Coasters, Ltd., *In re,* [1911] 1 Ch. 86; 80 L. J. Ch. 89; 103 L. T. 632; 18 Mans. 133 . . . 143
Coats *v.* Hereford County Council [1909] 2 Ch. 579; 78 L. J. Ch. 781; 101 L. T. 644; 74 J. P. 89 381
Cobbett *v.* Wood, [1908] 2 K. B. 420; 77 L. J. K. B. 878; 99 L. T. 482; 24 T. L. R. 615 . 87
Cockatrice, The, [1908] P. 182; 77 L. J. P. 74; 98 L. T. 728; 11 Asp. 50; 24 T. L. R. 339 . . 120
Cockrell's Estate, *In re,* [1911] 2 Ch. 318; 80 L. J. Ch. 606; [1912] 1 Ch. 23; 81 L. J. Ch. 152; 105 L. T. 662 643
Codling *v.* Mowlem, 1913, 108 L. T. 1033; 29 T. L. R. 619 . 290
Coelenbier *v.* De Sommery; De Sommery, *In re,* [1912] 2 Ch. 622; 82 L. J. Ch. 17; 107 L. T. 253; 57 S. J. 78 . . . 549

Coffee *v.* M'Evoy, [1912] 2 Ir. R. 290 503

Cohen, *In re;* Brookes *v.* Cohen, [1911] 1 Ch. 37; 80 L. J. Ch. 208; 103 L. T. 626; 55 S. J. 11 575

Cohen *v.* Bayley-Worthington, [1908] A. C. 97; 77 L. J. Ch. 363; 98 L. T. 461 588

Cohen *v.* Mitchell, 1890, 25 Q. B. D. 262; 59 L. J. Q. B. 409; 63 L. T. 206; 38 W. R. 551; 7 Mor. 207 70

Cointat *v.* Myham, [1913] 2 K. B. 220; 82 L. J. K. B. 551; 108 L. T. 556; 77 J. P. 217; 11 L. G. R. 770; 29 T. L. R. 387 . 219, 350

Coker *v.* Bolton, [1912] 3 K. B. 315; 82 L. J. K. B. 91; 107 L. T. 54; 12 Asp. M. C. 231; 56 S. J. 751; 17 Com. Cas. 313; 56 S. J. 751 474

Colchester Corporation *v.* Gepp, [1912] 1 K. B. 477; 81 L. J. K. B. 356; 106 L. T. 54; 76 J. P. 97; 10 L. G. R. 109; 56 S. J. 160 384

Coldrick *v.* Partridge, [1910] A. C. 77; 79 L. J. K. B. 173; 101 L. T. 835; 54 S. J. 132; 26 T. L. R. 164 274

Coleman *v.* Smith, [1911] 2 Ch. 572; 81 L. J. Ch. 16; 29 R. P. C. 81; 28 T. L. R. 65 . . 665

Coleman's Depositories and Life and Health Assurance Corporation, *In re,* [1907] 2 K. B. 798; 76 L. J. K. B. 865; 97 L. T. 420; 23 T. L. R. 638 3

Colley's Patents Ltd. *v.* Metropolitan Water Board, [1912] A. C. 24; 81 L. J. K. B. 126; 105 L. T. 674; 9 L. G. R. 1159; 76 J. P. 33; 56 S. J. 51; 28 T. L. R. 48 . . . . 494, 688

Collier, *Ex parte;* Crow, *In re,* 1907, 97 L. T. 140; 14 Mans. 279 184

Collman *v.* Stokes, 1910, 103 L. T. 592; 74 J. P. 473; 9 L. G. R. 150 312

Colman and Watson, *In re,* [1908] 1 K. B. 47; 77 L. J. K. B. 121; 97 L. T. 857; 24 T. L. R. 39 . 21

Colquhoun *v.* Woolf, [1912] S. C. 1190; [1912] W. C. Rep. 343 . 277

Colquhoun's Trustees *v.* Colquhoun [1907] S. C. 346 4

Columbian Fireproofing Co., Ltd., *In re,* [1910] 2 Ch. 120; 79 L. J. Ch. 583; 102 L. T. 835; 17 Mans. 237 . . . . 228, 231

Comitti *v.* Maher, 1905, 94 L. T. 158; 22 T. L. R. 121 . . . 90

Commercial Bank of Tasmania *v.* Jones, [1893] A. C. 313; 62 L. J. P. C. 104; 1 R. 367; 68 L. T. 776; 42 W. R. 256; 57 J. P. 644 605

Commercial Gas Co. *v.* Poplar Borough Council, 1906, 94 L. T. 222; 70 J. P. 178; 4 L. G. R. 267 373

Compagnie Hydraulique de St. François *v.* Continental Heat and Light Co., [1909] A. C. 194; 78 L. J. P. C. 60; 99 L. T. 786 . 102

Compania Naviera Vasconyada *v.* Churchill, [1906] 1 K. B. 237 . 89

Compania Sansinena de Carnes Congeladas *v.* Houlder, [1910] 2 K. B. 354; 79 L. J. K. B. 1094; 103 L. T. 333; 11 Asp. 525 414

Conlan *v.* Carlow County Council, [1912] 2 Ir. R. 535 . . . 30

Conolly, *In re;* Conolly *v.* Conolly, [1910] 1 Ch. 219; 79 L. J. Ch. 148; 101 L. T. 783; 26 T. L. R. 189 576

Connolly Brothers, Ltd, *In re;* Wood *v.* Connolly Brothers, Ltd., [1911] 1 Ch. 731; 80 L. J. Ch. 409 . . . . . . 599, 648

Connolly Brothers Ltd., *In re;* Wood *v.* Connolly Brothers Ltd., [1912] 2 Ch. 25; 81 L. J. Ch. 517; 106 L. T. 738; 19 Mans. 259 229

Consolidated Exploration & Finance Co. *v.* Musgrave, [1900] 1 Ch. 37; 69 L. J. Ch. 11; 81 L. T. 747; 48 W. R. 298; 64 J. P. 89 57

Consolidated London Properties *v.* St. Marylebone Assessment Committee, [1913] 3 K. B. 230; 82 L. J. K. B. 972; 108 L. T. 980; 77 J. P. 357; 11 L. G. R. 582; 57 S. J. 576 . . . 599

Consolidated Tea and Lands Co. *v.* Oliver's Bonded Wharf, [1910] 2 K. B. 395; 79 L. J. K. B. 810; 102 L. T. 648; 15 Com. Cas. 212; 54 S. J. 506; 26 T. L. R. 388 . . . . . . 103, 685

Constantinidi *v.* Constantinidi, [1903] P. 246; 72 L. J. P. 82; 89 L. T. 340; 52 W. R. 190 . 261

Continental Tyre & Rubber Co. *v.* Heath, 1913, 29 T. L. R. 308 607

Conway *v.* Pumpherston Oil Co., [1911] S. C. 660 287

Conway *v.* Wade, [1909] A. C. 506; 78 L. J. K. B. 1025; 101 L. T. 248; 53 S. J. 754; 25 T. L. R. 779 672

Conyers, *In re;* Green *v.* Brisley, [1913], 2 Ch. 478; 82 L. J. Ch. 421; 109 L. T. 306; 57 S. J. 587 241

Cook *v.* Frederick; Nash, *In re,* [1910] 1 Ch. 1; 79 L. J. Ch. 1; 101 L. T. 837; 54 S. J. 48; 26 T. L. R. 57 . . 155, 271, 573

Cook *v.* Hobbs, [1911] 1 K. B. 14; 80 L. J. K. B. 110; 103 L. T.

566; 75 J. P. 14; 9 L. G. R. 143 312
Cook *v.* *Montreal* (Owners), 1913, 108 L. T. 164; [1913] W. C. & I. Rep. 206; 57 S. J. 282; 29 T. L. R. 233 284
Cook *v.* Trevener, [1911], 1 K. B. 9; 80 L. J. K. B. 118; 103 L. T. 725; 74 J. P. 469; 27 T. L. R. 8 372
Cooke *v.* Cooper, [1912] 2 K. B. 248; 81 L. J. K. B. 648; 105 L. T. 818; 76 J. P. 67 . . 456
Cooke *v.* London County Council, [1911] 1 Ch. 604; 80 L. J. Ch. 423; 104 L. T. 540; 75 J. P. 309; 9 L. G. R. 539. . . 422
Cooke *v.* Midland Great Western Rly., [1909] A. C. 229; 78 L. J. P. C. 76; 100 L. T. 626; 53 S. J. 319; 25 T. L. R. 375 . . 502
Cooke *v.* Rickman, [1911] 2 K. B. 1125; 81 L. J. K. B. 38; 105 L. T. 896; 55 S. J. 668 . . 308
Cooke's Settlement, *In re*; Tarry *v.* Cooke, [1913] 2 Ch. 661; 58 S. J. 67 675
Cookson *v.* Catton, [1910] 1 Ch. 410; 79 L. J. Ch. 265; 102 L. T. 159; 54 S. J. 307 . . . 656
Coomber, *In re;* Coomber *v.* Coomber, [1911] 1 Ch. 174; 80 L. J. Ch. 57; 103 L. T. 720 . 347
Coomes *v.* Hayward, [1913] 1 K. B. 150; 82 L. J. K. B. 117; 107 L. T. 715 409
Cooper, *In re*, [1911] 2 K. B. 550; 80 L. J. K. B. 990; 105 L. T. 273; 18 Mans. 211; 55 S. J. 554 61
Cooper, *In re;* Curtis *v.* Beaney, [1911] P. 181; 80 L. J. P. 87; 105 L. T. 303; 27 T. L. R. 462 264
Cooper *v.* Cooper, [1913] 1 Ch. 350; 82 L. J. Ch. 222; 108 L. T. 293; 57 S. J. 389 . . 406
Cooper *v.* Kendall, [1909] 1 K. B. 405; 78 L. J. K. B. 580; 100 L. T. 251; 53 S. J. 243 . . 462
Cooper *v.* Morgan, [1909] 1 Ch. 261; 78 L. J. Ch. 195; 99 L. T. 911 . 645
Cope, *In re;* Cross *v.* Cross, [1908] 2 Ch. 1; 77 L. J. Ch. 558; 99 L. T. 374 691
Cope *v.* Bennett, [1911] 2 Ch. 488; 81 L. J. Ch. 182; 105 L. T. 541; 55 S. J. 521, 725 . . . 336
Cope *v.* Crossingham, [1909] 2 Ch. 148; 78 L. J. Ch. 615; 100 L. T. 945; 53 S. J. 559; 25 T. L. R. 593 671
Cope *v.* Sharpe, [1910] 1 K. B. 168; 79 L. J. K. B. 281; 102 L. T. 102; 26 T. L. R. 172; [1911] 2 K. B. 837; 80 L. J. K. B. 1008; [1912] 1 K. B. 496; 81 L. J. K. B. 346; 106 L. T. 56; 56 S. J. 187; 28 T. L. R. 157 371
Copestake *v.* Hoper, [1908] 2 Ch. 10; 77 L. J. Ch. 610; 99 L. T. 371; 24 T. L. R. 628 . 379, 470, 495
Copestake *v.* West Sussex County Council, [1911] 2 Ch. 331; 80 L. J. Ch. 673; 105 L. T. 298; 75 J. P. 465; 9 L. G. R. 905 383, 568
Corbett *v.* South-Eastern and Chatham Rly., [1906] 2 Ch. 12; 75 L. J. Ch. 489; 94 L. T. 748; 22 T. L. R. 550 . . . 645, 680
Corbould-Ellis *v.* Dales; Shields, *In re*, [1912] 1 Ch. 591; 81 L. J. Ch. 370; 106 L. T. 748 . . 5
Cordelia, The, [1909] P. 27; 78 L. J. P. 48; 100 L. T. 197; 11 Asp. 202 409
Corinthian, The, [1909] P. 260; 78 L. J. P. 121; 101 L. T. 265; 11 Asp. 264; 53 S. J. 650; 25 T. L. R. 693 121
Corke *v.* Ranger, [1912] P. 69; 76 J. P. 87; 28 T. L. R. 130 . . 99
Cornbrook Brewery Co. *v.* Law Debenture Corporation, [1904] 1 Ch. 103; 73 L. J. Ch. 121; 89 L. T. 680; 52 W. R. 242; 11 Mans. 60; 20 T. L. R. 140. . 233
Corns *v.* Harrison; Lambert, *In re*, [1908] 2 Ch. 117; 77 L. J. Ch. 553; 98 L. T. 851 . . . 691
Cory, *Ex parte;* Premier Underwriting Association, *In re*, [1913] 2 Ch. 81; 82 L. J. Ch. 378; 108 L. T. 826; 20 Mans. 183; 57 S. J. 594 147
Cory *v.* France, [1911] 1 K. B. 114; 80 L. J. K. B. 341; 103 L. T. 649; 11 Asp. 499; 55 S. J. 10; 27 T. L. R. 18 291
Cory *v.* Harrison, [1906] A. C. 274; 75 L. J. Ch. 714; 93 L. T. 818 606
Cory *v.* Hughes, [1911] 2 K. B. 738; 80 L. J. K. B. 1307; 105 L. T. 274; 27 T. L. R. 498 . . . 298
Costello *v.* Kelsall, [1913] A. C. 407; 82 L. J. K. B. 873; 108 L. T. 929; [1913] W. C. & I. Rep. 410; 57 S. J. 609; 29 T. L. R. 595 277
Cottrell, *In re;* Buckland *v.* Bedingfield, [1910] 1 Ch. 402; 79 L. J. Ch. 189; 102 L. T. 157 . . 19
Coulden, *In re;* Coulden *v.* Coulden, [1908] 1 Ch. 320; 77 L. J. Ch. 209; 98 L. T. 389 . . 414
Coulson *v.* Disborough, [1894] 2 Q. B. 316; 9 R. 390; 70 L. T. 617; 42 W. R. 449; 58 J. P. 784 752
Counsellor, The, [1913] P. 70; 82 L. J. P. 72 120
County of Durham Electrical Power Distribution Co. *v.* Inland Revenue Commissioners, [1909] 2 K. B. 604; 78 L. J. K. B. 1158;

101 L. T. 51; 73 J. P. 425; 8 L. G. R. 1088; 25 T. L. R. 672 . 647
County Theatres and Hotels, Ltd. *v.* Knowles, [1902] 1 K. B. 480; 71 L. J. K. B. 351; 86 L. T. 132 648
Courage *v.* Carpenter, [1910] 1 Ch. 262; 79 L. J. Ch. 184; 101 L. T. 940; 26 T. L. R. 196 194
Couturier, *In re;* Couturier *v.* Shea, [1907] 1 Ch. 470; 76 L. J. Ch. 296; 96 L. T. 560 446
Cowern *v.* Nield, [1912] 2 K. B. 419; 81 L. J. K. B. 865; 106 L. T. 984; 56 S. J. 552; 28 T. L. R. 423 405
Cowley *v.* Cowley, [1913] P. 159; 82 L. J. P. 120; 109 L. T. 48; 29 T. L. R. 690 259
Cowper *v.* Smith, 1838, 4 Mee. & W. 519 604
Cox *v.* Bowen, [1911] 2 K. B. 611; 80 L. J. K. B. 1149; 105 L. T. 141; 55 S. J. 581 . . . 411
Cox *v.* Cox, [1906] P. 267; 75 L. J. P. 75; 95 L. T. 546; 22 T. L. R. 557 260
Cox *v.* Harper, [1910] 1 Ch. 480; 79 L. J. Ch. 307; 102 L. T. 438; 54 S. J. 305; 26 T. L. R. 264 . 417
Coxwell's Settlement, *In re;* Kinloch-Cooke *v.* Public Trustee, [1910] 1 Ch. 63; 79 L. J. Ch. 62; 101 L. T. 627 224
Cozens, *In re;* Green *v.* Brisley, [1913] 2 Ch. 478; 82 L. J. Ch. 421; 109 L. T. 306; 57 S. J. 687 241
Craig *v.* Wheeler, 1860, 29 L. J. Ch. 374 . . . . . 448, 692
Craigellachie, The, [1909] P. 1; 77 L. J. P. 145; 99 L. T. 252; 11 Asp. 103 120
Craighall, The, [1910] P. 207; 79 L. J. P. 73; 103 L. T. 236; 11 Asp. 419 576
Crampton *v.* Ridley, 1887, 20 Q. B. D. 48; 57 L. T. 809; 36 W. R. 554 24
Crane, *In re;* Adams *v.* Crane, [1908] 1 Ch. 379; 77 L. J. Ch. 212; 98 L. T. 314 447
Crane *v.* Naughten, [1912] 2 Ir. R. 318 . . . . . . 367, 368
Craske *v.* Wigan, [1909] 2 K. B. 635; 78 L. J. K. B. 994; 101 L. T. 6; 53 S. J. 560; 25 T. L. R. 632 . . . . . . 283, 284
Craven's Mortgage, *In re;* Davies *v.* Craven, [1907] 2 Ch. 448; 76 L. J. Ch. 651; 97 L. T. 475 . 394
Crawford *v.* Allan Line Ltd., [1912] A. C. 130; 81 L. J. P. C. 113; 105 L. T. 964; 17 Com. Cas. 135; 12 Asp. M. C. 100; 28 T. L. R. 168 89
Creditor, *Ex parte;* Debtor, *In re,* 1907, 97 L. T. 140; 14 Mans. 198; 23 T. L. R. 618 . . 61, 251
Cremins *v.* Guest, Keen & Nettlefolds, [1908] 1 K. B. 469; 77 L. J. K. B. 326; 24 T. L. R. 189 286
Cresswell *v.* Jones, 1912, 106 L. T. 797; 28 T. L. R. 395 . . 190
Cressy *v.* South Metropolitan Gas Co., 1906, 94 L. T. 790; 70 J. P. 405; 4 L. G. R. 1049 . . . 374
Cribb *v.* Kynoch, [1908] 2 K. B. 551; 77 L. J. K. B. 1001; 99 L. T. 216; 24 T. L. R. 736 . . 290
Crighton and Law, Car, and General Insurance Corporation, *In re,* [1910] 2 K. B. 738; 80 L. J. K. B. 49; 103 L. T. 62 . . 26
Crippen, In the Goods of, [1911] P. 108; 80 L. J. P. 47; 104 L. T. 224; 55 S. J. 273; 27 T. L. R. 258 105, 335
Cronin *v.* Connor, [1913] 1 I. R. 119 679
Crook *v.* Hill, 1876, 3 Ch. D. 773; 46 L. J. Ch. 119; 24 W. R. 876 . 84
Cropley, *In re,* [1911] 2 K. B. 309; 80 L. J. K. B. 822; 18 Mans. 119; 27 T. L. R. 391 . . 66
Crosfield, *In re,* [1910] 1 Ch. 130; 79 L. J. Ch. 211; 101 L. T. 587; 54 S. J. 100; 26 T. L. R. 100 663
Cross *v.* Cross; Cope, *In re,* [1908] 2 Ch. 1; 77 L. J. Ch. 558; 99 L. T. 374 691
Cross *v.* Rix, 1912, 77 J. P. 84; 11 L. G. R. 151; 29 T. L. R. 85 . 506
Crossley *v.* Lee, [1908] 1 K. B. 86; 77 L. J. K. B. 199; 97 L. T. 850; 24 T. L. R. 35 . . . 257, 348
Crosthwaite Fire Bar Syndicate *v.* Senior, [1909] 1 Ch. 801; 78 L. J. Ch. 417; 100 L. T. 646 . 528
Crouch *v.* Crouch, [1912] 1 K. B. 378; 81 L. J. K. B. 275; 106 L. T. 77; 56 S. J. 188; 28 T. L. R. 155 601
Crow, *In re;* Collier, *Ex parte,* 1907, 97 L. T. 140; 14 Mans. 279 194
Crow *v.* Hilleary, [1913] 1 K. B. 385; 82 L. J. K. B. 380; 108 L. T. 300; 77 J. P. 164; 11 L. G. R. 226; 2 Smith 410; 29 T. L. R. 147 . . . 367, 608
Crowe *v.* Crisford, 1853, 17 Beav. 507 . . . . . . 448, 692
Crown Grain Co. *v.* Day, [1908] A. C. 504; 78 L. J. P. C. 19; 99 L. T. 746; 24 T. L. R. 913 . 102
Crozier *v.* Auerbach, [1908] 2 K. B. 161; 77 L. J. K. B. 873; 99 L. T. 225; 24 T. L. R. 409 . . . 617
Cruden *v.* Wemyss Coal Co., [1913] S. C. 534; [1913] W. C. & I. Rep. 188 302
Crump *v.* Lewis, [1908] 1 K. B. 858;

77 L. J. K. B. 478; 98 L. T. 864; 72 J. P. 149; 6 L. G. R. 588; 24 T. L. R. 321 259

Crutchley, *In re;* Kidson *v.* Marsden, [1912] 2 Ch. 335; 81 L. J. Ch. 644; 107 L. T. 194 . 520

Crutchley *v.* Wells; Pearce, *In re,* [1909] 1 Ch. 819; 78 L. J. Ch. 484; 100 L. T. 699; 53 S. J. 419; 25 T. L. R. 497 . . . 445

Crystal Palace Co., *In re;* Fox *v.* Crystal Palace Co. *See* Saunders *v.* Bevan.

Cuenod *v.* Leslie, [1909] 1 K. B. 880; 78 L. J. K. B. 695; 100 L. T. 675; 53 S. J. 340; 25 T. L. R. 374 389

Cuff *v.* London and County Land and Building Co., [1912] 1 Ch. 440; 81 L. J. Ch. 426; 106 L. T. 285; 19 Mans. 166; 28 T. L. R. 218 56

Cuffe, *In re;* Fookes *v.* Cuffe, [1908] 2 Ch. 500; 77 L. J. Ch. 776; 99 L. T. 267; 24 T. L. R. 781 . . 259

Culverhouse, *In re,* [1896] 2 Ch. 251; 65 L. J. Ch. 484; 74 L. T. 347; 45 W. R. 10 224

Cumber *v.* Wane, 1721, 1 Str. 426 . 4

Cummings *v.* Stewart, [1913] 1 I. R. 95 528

Cunard S.S. Co. *v.* Hopwood, [1908] 2 Ch. 564; 77 L. J. Ch. 785; 99 L. T. 549; 15 Mans. 353; 11 Asp. 147; 24 T. L. R. 865 . 232

Cundliff *v.* Fitzsimmons, [1911] 1 K. B. 513; 80 L. J. K. B. 422; 103 L. T. 811 605

Cunningham *v.* M'Naughton, [1910] S. C. 980 298

Curates' Employment in the Church of England, *In re,* [1912] 2 Ch. 602; 82 L. J. Ch. 8; 107 L. T. 643; [1913] W. C. & I. Rep. 34; 28 T. L. R. 579 . . 409

Curran, The, [1910] P. 184; 79 L. J. P. 83; 102 L. T. 640; 11 Asp. 449 121

Curtice *v.* London City and Midland Bank, [1908] 1 K. B. 293; 77 L. J. K. B. 341; 98 L. T. 190; 24 T. L. R. 176 110

Curtis *v.* Beaney; Cooper, *In re,* [1911] P. 181; 80 L. J. P. 87; 105 L. T. 303; 27 T. L. R. 462 . 264

Curtis *v.* Black, [1909] 2 K. B. 529; 78 L. J. K. B. 1022; 100 L. T. 977; 53 S. J. 576; 25 T. L. R. 621 279

Cuthbert *v.* Robarts, [1909] 2 Ch. 226; 78 L. J. Ch. 529; 100 L. T. 796; 53 S. J. 559; 25 T. L. R. 583 . . . . . . 58, 59

Cyclists' Touring Club *v.* Hopkinson, [1910] 1 Ch. 179; 79 L. J. Ch. 82; 101 L. T. 848; 17 Mans. 10; 54 S. J. 134; 26 T. L. R. 117 142

D

D. *v.* D., [1913] P. 198; 82 L. J. P. 121; 109 L. T. 408; 58 S. J. 32; 29 T. L. R. 765 . 510

Da Costa, *In re;* Clarke *v.* Church of England Collegiate School of St. Peter, [1912] 1 Ch. 337; 81 L. J. Ch. 293; 106 L. T. 458; 56 S. J. 240; 28 T. L. R. 189 . 107, 549

Dairymen's Foremen, *In re,* 1912, 107 L. T. 342; 28 T. L. R. 587 . 409

Dakhyl *v.* Labouchere, [1908] 2 K. B. 325 *n.*; 77 L. J. K. B. 728; 96 L. T. 399; 23 T. L. R. 364 345

Dalgleish *v.* Edinburgh Roperies and Sailcloth Co., [1913] S. C. 1007 293

Dalton *v.* Fitzgerald, [1897] 2 Ch. 86; 66 L. J. Ch. 604 . 308, 309, 602

Dando *v.* Porter; Bladon, *In re,* [1911] 2 Ch. 350; [1912] 1 Ch. 45; 81 L. J. Ch. 117; 105 L. T. 729; 28 T. L. R. 57 . . 182, 453

Daniels, *In re;* Weeks *v.* Daniels, [1912] 2 Ch. 90; 81 L. J. Ch. 509; 106 L. T. 792; 56 S. J. 519 620

Dann *v.* Curzon, 1910, 104 L. T. 66; 55 S. J. 189; 27 T. L. R. 163 . . . . 156, 186, 590

Dansk Rekylriffel Syndikat *v.* Snell, [1908] 2 Ch. 127; 77 L. J. Ch. 352; 99 L. T. 830; 15 Mans. 134 . . . . . . 74, 184

Darby, *In re;* Brougham, *Ex parte,* [1911] 1 K. B. 95; 80 L. J. K. B. 180; 18 Mans. 10 . . . 71

Darley *v.* Tarr; Tarr, *In re,* 1912, 57 S. J. 60 . . . . . 6, 79

Darling *v.* Raeburn, [1907] 1 K. B. 846; 76 L. J. K. B. 570; 96 L. T. 437; 12 Com. Cas. 262; 10 Asp. 429; 23 T. L. R. 354 . 103

Darroll *v.* Glasgow Iron and Steel Co., [1913] S. C. 387; [1913] W. C. & I. Rep. 80 . . 279, 295

Dartford Brewery Co. *v.* Till, 1907, 95 L. T. 636; 70 J. P. 519; 22 T. L. R. 792 194

Davidson, *In re;* Minty *v.* Bourne, [1909] 1 Ch. 567; 78 L. J. Ch. 437; 99 L. T. 222; 24 T. L. R. 760 . . . . . . 107, 692

Davies and Kent's Contract, *In re,* [1910] 2 Ch. 35; 79 L. J. Ch. 689; 102 L. T. 621 . . . 549, 618

Davies *v.* Beavan; Beavan, *In re,* [1912] 1 Ch. 196; 81 L. J. Ch. 113; 105 L. T. 784 . . 462, 466

Davies *v.* Beavan; Beavan, *In*

re, [1913] 2 Ch. 595; 109 L. T. 538; 58 S. J. 31 337

Davies *v.* Burrell, [1912] 2 K. B. 243; 81 L. J. K. B. 736; 107 L. T. 91; 76 J. P. 285; 10 L. G. R. 645; 23 Cox. C. C. 81; 28 T. L. R. 389 7

Davies *v.* Craven; Craven's Mortgage, *In re,* [1907] 2 Ch. 448; 76 L. J. Ch. 651; 97 L. T. 475 . 394

Davies *v.* Edwards; Richards, *In re,* [1910] 2 Ch. 74; 79 L. J. Ch. 500; 103 L. T. 130 . . . 532

Davies *v.* Gillespie, 1911, 105 L. T. 494; 55 S. J. 11; 28 T. L. R. 6 287

Davies *v.* Glamorgan Coal Co., [1913] 3 K. B. 222; 82 L. J. K. B. 956; 109 L. T. 366; 29 T. L. R. 612. Affirmed, 1913, 30 T. L. R. 161 114

Davies *v.* Harrison, [1909] 2 K. B. 104; 78 L. J. K. B. 626; 100 L. T. 104; 73 J. P. 268; 25 T. L. R. 449 452

Davies *v.* London Corporation, [1913] 1 Ch. 415; 82 L. J. Ch. 286; 108 L. T. 546; 77 J. P. 294; 11 L. G. R. 595; 57 S. J. 341; 29 T. L. R. 315 421

Davies *v.* Seisdon Assessment Committee, [1908] A. C. 315; 77 L. J. K. B. 742; 99 L. T. 30; 72 J. P. 305; 6 L. G. R. 764; 24 T. L. R. 651 . . . . . . 85, 598

Davis, *Ex parte;* R. *v.* Dickinson, [1910] 1 K. B. 469; 79 L. J. K. B. 256; 102 L. T. 48; 74 J. P. 76; 22 Cox. C. C. 249 652

Davis, In the Goods of, [1906] P. 330; 75 L. J. P. 94 584

Davis *v.* Harrison; Lewis, *In re,* [1907] 2 Ch. 296; 76 L. J. Ch. 539; 97 L. T. 636 183

Davis *v.* Marrable, [1913] 1 Ch. 421; 82 L. J. Ch. 510; 109 L. T. 33; 57 S. J. 702; 29 T. L. R. 617 . 460

Davis *v.* Morton, [1913] 2 K. B. 479; 82 L. J. K. B. 665; 108 L. T. 677; 77 J. P. 223; 22 Cox C. C. 359; 29 T. L. R. 466 651

Davis *v.* Wallis, 1908, 24 T. L. R. 350 597

Davison *v.* Davison, [1909] P. 308; 79 L. J. P. 9; 54 S. J. 13; 26 T. L. R. 28 . . . . 186, 260

Davison's Settlement, *In re,* Davison *v.* Munby, [1913] 2 Ch. 498; 58 S. J. 50 674

Davy, *In re;* Hollingsworth *v.* Davy, [1908] 1 Ch. 61; 77 L. J. Ch. 67; 97 L. T. 654 . . 385, 677

Davys *v.* Buswell, [1913] 2 K. B. 47; 82 L. J. K. B. 499; 108 L. T. 244 . . . 368, 375, 398

Dawlish, The, [1910] P. 339; 79 L. J. P. 111; 103 L. T. 315; 11 Asp. 496 24

Dawson *v.* Bingley Urban District Council, [1911] 2 K. B. 149; 80 L. J. K. B. 842; 104 L. T. 659; 75 J. P. 289; 9 L. G. R. 502; 55 S. J. 346; 27 T. L. R. 308 . . 348

Dawson *v.* Braime's Tadcaster Breweries, [1907] 2 Ch. 359; 76 L. J. Ch. 588; 97 L. T. 83; 14 Mans. 254 454

Dawson *v.* Hearn, 1830, 1 Russ. & M. 606; 9 L. J. Ch. (O. S.) 249 . 19

Day, *Ex parte;* Mellison, *In re,* [1906] 2 K. B. 68; 75 L. J. K. B. 595 79

Dayer-Smith *v.* Hadsley, 1913, 108 L. T. 897; 57 S. J. 555 . 607

Deacon, *Ex parte;* Ramsay, *In re,* [1913] 2 K. B. 80; 82 L. J. K. B. 526; 108 L. T. 495; 20 Mans. 15; 29 T. L. R. 225 . . 74, 310

Deacon *v.* Evans, [1911] 1 K. B. 571; 80 L. J. K. B. 385; 104 L. T. 99; 75 J. P. 162; 11 Asp. M. C. 550 198

Deacon *v.* Quayle, [1912] 1 K. B. 445; 81 L. J. K. B. 409; 106 L. T. 269; 76 J. P. 79 . . 615

Dean *v.* Brown, [1909] 2 K. B. 573; 78 L. J. K. B. 840; 53 S. J. 615; [1910] A. C. 373; 79 L. J. K. B. 690; 102 L. T. 661; 54 S. J. 442 192

De Beers Consolidated Mines, Ltd. *v.* British South Africa Company, [1912] A. C. 52; 81 L. J. Ch. 137; 105 L. T. 683; 56 S. J. 175; 28 T. L. R. 114 . 492, 581

De Brimont *v.* Harvey; Sheppard, *In re,* [1911] 1 Ch. 50; 80 L. J. Ch. 52; 103 L. T. 424; 55 S. J. 13 676

Debtor (No. 478), *In re,* [1908] 2 K. B. 684; 77 L. J. K. B. 981; 99 L. T. 458; 15 Mans. 295; 24 T. L. R. 778 61

Debtor (No. 484), *In re,* [1908] 2 K. B. 692; 77 L. J. K. B. 998; 99 L. T. 461; 15 Mans. 304; 24 T. L. R. 777 . . . 62, 84

Debtor (No. 7 of 1910), *In re,* [1910] 2 K. B. 59; 79 L. J. K. B. 1065; 102 L. T. 691; 54 S. J. 459; 26 T. L. R. 429 65

Debtor (No. 20 of 1910), *In re,* [1911] 1 K. B. 841; 80 L. J. K. B. 508; 104 L. T. 233; 18 Mans. 107 660

Debtor (No. 68 of 1911), *In re,* [1911] 2 K. B. 652; 80 L. J. K. B. 1224; 104 L. T. 905; 18 Mans. 311 67

Debtor (No. 1103), *In re,* [1910] 1 K. B. 313; 79 L. J. K. B. 263;

101 L. T. 841; 54 S. J. 217; 17 Mans. 6 . . . 65
Debtor (No. 305 of 1911), *In re*, [1911] 2 K. B. 718; 80 L. J. K. B. 1264; 105 L. T. 125; 18 Mans. 318; 55 S. J. 553 . . . 63
Debtor (No. 1838 of 1911), *In re*, [1912] 1 K. B. 53; 81 L. J. K. B. 107; 105 L. T. 610; 19 Mans. 12; 56 S. J. 36; 28 T. L. R. 9 . . . 62
Debtor, *In re*, 1912, 56 S. J. 482; 28 T. L. R. 386 . . . 63
Debtor (No. 2 of 1912), *In re*, 1912, 106 L. T. 895 . . . 62
Debtor (No. 211 of 1912), *In re*, [1912] 2 K. B. 533; 81 L. J. K. B. 1169; 107 L. T. 3; 19 Mans. 309; 56 S. J. 689 . . . 62
Debtor (No. 837 of 1912), *In re*, [1912] 3 K. B. 242; 81 L. J. K. B. 1225; 107 L. T. 506; 19 Mans. 317; 56 S. J. 651 . 62, 63, 64
Debtor (No. 14 of 1913), *In re*, [1913] 3 K. B. 11; 82 L. J. K. B. 907; 20 Mans. 119; 57 S. J. 579 . . . 376
Debtor, *In re;* Creditor, *Ex parte*, 1907, 97 L. T. 140; 14 Mans. 198; 23 T. L. R. 618 . . . 61, 251
Debtor, *In re;* London and County Discount Co., *Ex parte*, 1909, 100 L. T. 380; 53 S. J. 246 . . . 64
Debtor, *In re;* Peak Hill Goldfield, *In re*, [1909] 1 K. B. 430; 78 L. J. K. B. 354 . . . 77
Deddington Steamship Co. *v.* Inland Revenue Commissioners, [1911] 2 K. B. 1001; 81 L. J. K. B. 75; 105 L. T. 482 . . . 647
Dee Estates, Ltd., *In re;* Wright *v.* Dee Estates, Ltd., [1911] 2 Ch. 85; 80 L. J. Ch. 461; 104 L. T. 903; 18 Mans. 247; 55 S. J. 424 . . . 643
Deeley *v.* Lloyds Bank, [1910] 1 Ch. 648; 79 L. J. Ch. 561; 102 L. T. 556; [1912] A. C. 756; 107 L. T. 734; 56 S. J. 734; 29 T. L. R. 1 . . . 24, 59
Deeping, *Ex parte;* Richards, *In re*, [1907] 2 K. B. 33; 76 L. J. K. B. 643; 96 L. T. 712; 14 Mans. 88; 22 T. L. R. 388 . . . 75
Deering *v.* Targett, [1913] 1 K. B. 129; 82 L. J. K. B. 85; 107 L. T. 709; 12 Asp. M. C. 273; 57 S. J. 113; 29 T. L. R. 100 . . . 567
Defries *v.* Milne, [1913] 1 Ch. 98; 82 L. J. Ch. 1; 107 L. T. 593; 57 S. J. 27 . . . 30, 686
Dehaynin, *In re*, [1910] 1 Ch. 223; 79 L. J. Ch. 131; 101 L. T. 703 . . . 683
Deighton *v.* Cockle, [1912] 1 K. B. 206; 81 L. J. K. B. 497; 105 L. T. 802 . . . 491
De la Bere *v.* Pearson, [1908] 1 K. B. 280; 77 L. J. K. B. 380; 98 L. T. 71; 24 T. L. R. 120 . . . 220
De la Rue & Co. Ltd., *In re*, [1911] 2 Ch. 361; 81 L. J. Ch. 59; 105 L. T. 542; 19 Mans. 71; 55 S. J. 715 . . . 131
De Lassalle *v.* Guildford, [1901] 2 K. B. 215; 70 L. J. K. B. 533 . . . 686
De la Warr's Cooden Beach Estate, *In re*, [1913] 1 Ch. 142; 82 L. J. Ch. 174; 107 L. T. 671; 57 S. J. 42; 29 T. L. R. 30 . . . 619
Dellar *v.* Drury, [1912] 2 K. B. 209; 81 L. J. K. B. 766; 106 L. T. 806; 76 J. P. 239; 10 L. G. R. 395; 28 T. L. R. 345 . . . 465
Demerara Rubber Co., *In re*, [1913] 1 Ch. 331; 82 L. J. Ch. 220; 108 L. T. 318 . . . 145
De Montaigu *v.* De Montaigu, [1913] P. 154; 82 L. J. P. 125; 109 L. T. 79; 57 S. J. 703; 29 T. L. R. 654 . . . 265
Denaby and Cadeby Main Collieries *v.* Anson, [1911] 1 K. B. 171; 80 L. J. K. B. 320; 103 L. T. 349; 11 Asp. 471; 54 S. J. 748; 26 T. L. R. 667 . . . 572
Denaby Overseers *v.* Denaby, etc., Collieries, [1909] A. C. 247; 78 L. J. K. B. 541; 100 L. T. 711; 73 J. P. 297; 7 L. G. R. 705; 53 S. J. 418 . . . 599
Dendy *v.* Evans, [1910] 1 K. B. 263; 79 L. J. K. B. 121; 102 L. T. 4; 54 S. J. 151 . . . 420
Denney *v.* Conklin, [1913] 3 K. B. 177; 82 L. J. K. B. 953; 29 T. L. R. 598 . . . 30
Dennis *v.* Cork Steamship Co., [1913] 2 K. B. 393; 82 L. J. K. B. 660; 108 L. T. 726; 18 Com. Cas. 177; 29 T. L. R. 489 . . . 103
Dental Manufacturing Co. *v.* De Trey, [1912] 3 K. B. 76; 81 L. J. K. B. 1162; 107 L. T. 111; 29 R. P. C. 617; 28 T. L. R. 498 . . . 665
De Pass *v.* Sonnenthal; Salaman, *In re*, [1908] 1 Ch. 4; 77 L. J. Ch. 60; 98 L. T. 255 . . . 414
Derby and Fergusson's Contract, *In re*, [1912] 1 Ch. 479; 81 L. J. Ch. 567; 105 L. T. 943; 56 S. J. 71 . . . 507
De Romano *v.* Roberts, [1906] P. 332 . . . 110, 344
Deschamps *v.* Miller, [1908] 1 Ch. 856; 77 L. J. Ch. 416; 98 L. T. 564 . . . 673
De Sommery, *In re;* Coelenbier *v.* De Sommery, [1912] 2 Ch. 622; 82 L. J. Ch. 17; 107 L. T. 253; 57 S. J. 78 . . . 549

De Soysa *v.* De Pless Pol, [1912] A. C. 194; 81 L. J. P. C. 126; 105 L. T. 642. . . . 193, 463
Despard *v.* Wilcox, 1910, 102 L. T. 103; 74 J. P. 115; 22 Cox. C. C. 258; 26 T. L. R. 226 . . . 512
Devalla Provident Gold Mining Co., *In re*, 1883, 22 Ch. D. 593; 52 L. J. Ch. 434 . . . . 6, 579
Deveraux, *In re;* Toovey *v.* Public Trustee, [1911] 2 Ch. 545; 80 L. J. Ch. 705; 105 L. T. 407; 55 S. J. 715; 27 T. L. R. 574 . . 677
Devitt *v. S.S. Bainbridge* (Owners), [1909] 2 K. B. 802; 78 L. J. K. B. 1059; 101 L. T. 299 . . . 302
Devonport Corporation *v.* Tozer, [1903] 1 Ch. 759; 72 L. J. Ch. 411 650
Devons *v.* Anderson, [1911] S. C. 181 289
Devonshire, The, and *St. Winifred, The,* [1913] P. 13; 82 L. J. P. 61; 108 L. T. 427; 12 Asp. M. C. 314; 29 T. L. R. 86. . . 662
Devonshire (Owners) *v. Leslie* (Owners), [1912] A. C. 634; 81 L. J. P. 94; 107 L. T. 179; 12 Asp. M. C. 210; 57 S. J. 10; 28 T. L. R. 551 . . . 116, 661
Dewar *v.* Goodman, [1909] A. C. 72; 78 L. J. K. B. 209; 100 L. T. 2; 25 T. L. R. 137 . . 193, 418
Dewar *v.* Mintoft, [1912] 2 K. B. 373; 81 L. J. K. B. 885; 106 L. T. 763; 28 T. L. R. 324 . 56
Dewhurst *v.* Mather, [1908] 2 K. B. 754; 77 L. J. K. B. 1077; 99 L. T. 568; 24 T. L. R. 819 . . . 276
Deyes *v.* Wood, [1911] 1 Ch. 806; 80 L. J. K. B. 553; 104 L. T. 404; 18 Mans. 229 . . . 236
Dibden *v.* Skirrow, [1908] 1 Ch. 41; 77 L. J. Ch. 107; 97 L. T. 658; 71 J. P. 555; 6 L. G. R. 108; 24 T. L. R. 70 346
Dick *v.* Audsley, [1908] A. C. 347; 77 L. J. P. C. 126 . . . 106
Dickeson *v.* Mayes, [1910] 1 K. B. 452; 79 L. J. K. B. 253; 102 L. T. 287; 74 J. P. 139; 26 T. L. R. 236 331
Dicksee, *Ex parte;* Pope, *In re,* [1908] 2 K. B. 169; 77 L. J. K. B. 767; 98 L. T. 775; 15 Mans. 201; 24 T. L. R. 556 72
Dight *v. Craster Hall* (Owners), [1913] 3 K. B. 700; 82 L. J. K. B. 1307, 109 L. T. 200; [1913] W. C. & I. Rep. 714; 29 T. L. R. 676 289
Dingwall *v.* Bennett, [1912] S. C. 1097 . . . . . 417, 464
Director of Public Prosecutions *v.* Blady, [1912] 2 K. B. 89; 81 L. J. K. B. 613; 106 L. T. 302; 76 J. P. 141; 22 Cox. C. C. 715; 28 T. L. R. 193 . . 587, 750
Director of Public Prosecutions *v.* Witkowski, 1911, 104 L. T. 453; 75 J. P. 171; 22 Cox. C. C. 425; 27 T. L. R. 211 . . 490
Discoverers' Finance Corporation, Ltd., *In re;* Lindlar's Case, [1910] 1 Ch. 312; 79 L. J. Ch. 193; 102 L. T. 150; 17 Mans. 46; 54 S. J. 287; 26 T. L. R. 291 . . . 147
Dittmar *v.* Ship V. 593 (Owners) or Wilson, [1909] 1 K. B. 389; 78 L. J. K. B. 523; 100 L. T. 212; 25 T. L. R. 188 300
Dixon, *In re;* Penfold *v.* Dixon, [1902] 1 Ch. 248; 71 L. J. Ch. 96. 225, 574, 693
Djambi (Sumatra) Rubber Estates, *In re,* 1912, 107 L. T. 631; 56 S. J. 704; 28 T. L. R. 495. 6, 579
Dobbie *v.* Egypt and Levant Steamship Co., [1913] S. C. 364; [1913] W. C. & I. Rep. 75 . . . 281
Dobie *v.* Edwards; Hanmer, In the Goods of, 1911, 80 L. J. P. 119; 55 S. J. 537; 27 T. L. R. 464 576
Dobson *v.* British Oil and Cake Mills, 1912, 106 L. T. 922; [1912] W. C. Rep. 207 . . 294
Dod *v.* Dod, [1906] P. 189; 75 L. J. P. 49; 94 L. T. 709; 54 W. R. 541; 70 J. P. 163; 22 T. L. R. 484 260
Dodd *v.* Pearson, [1911] 2 K. B. 383; 80 L. J. K. B. 927; 105 L. T. 108; 75 J. P. 343; 9 L. G. R. 646; 22 Cox. C. C. 526; 27 T. L. R. 376 350
Dodson, *In re;* Gibson *v.* Dodson, [1907] 1 Ch. 284; 76 L. J. Ch. 182; 96 L. T. 254 225
Dodson *v.* Dodson, 1905, 54 W. R. 220 261
Doe *v.* Barnard, 1849, 13 Q. B. 945; 18 L. J. Q. B. 306 573
Doecham Gloves, Ltd., [1913] 1 Ch. 226; 82 L. J. Ch. 165; 107 L. T. 817; 20 Mans. 79 131
Doering *v.* Doering, 1889, 42 Ch. D. 203; 58 L. J. Ch. 553; 37 W. R. 796 31
Doggett *v.* Waterloo Taxicab Co., [1910] 2 K. B. 336; 79 L. J. K. B. 1085; 102 L. T. 874; 54 S. J. 541; 26 T. L. R. 491 . 4, 101, 277
Doleman *v.* Ossett Corporation, [1912] 3 K. B. 257; 81 L. J. K. B. 1092; 107 L. T. 581; 76 J. P. 457; 10 L. G. R. 915 . 24
Dolphin *v.* Robins, 1859, 7 H. L. C. 390; 3 Macq. H. L. 563; 29 L. J. P. 11; 5 Jur. (N. S.) 1271; 7 W. R. 674 265
Dominion Natural Gas Co. *v.*

Collins, [1909] A. C. 640; 79 L. J. P. C. 13; 101 L. T. 359; 25 T. L. R. 831 502
Dominion of Canada General Trading Syndicate *v.* Brigstocke, [1911] 2 K. B. 648; 80 L. J. K. B. 1344; 105 L. T. 894; 55 S. J. 633; 18 Mans. 369; 27 T. L. R. 508 133
Donald, *In re;* Moore *v.* Somerset, [1909] 2 Ch. 410; 78 L. J. Ch. 761; 101 L. T. 377; 53 S. J. 673 106, 658, 684
Donkin *v.* Pearson, [1911] 2 K. B. 412; 81 L. J. K. B. 1069; 104 L. T. 643 191
Donoghue *v.* M'Intyre, [1911] S. C. 61 458
Dothie *v.* MacAndrew, [1908] 1 K. B. 803; 77 L. J. K. B. 388; 98 L. T. 495; 24 T. L. R. 326 293
Douglas *v.* Sanderson, [1911] 1 K. B. 166; 80 L. J. K. B. 294; 103 L. T. 841; 75 J. P. 108; 9 L. G. R. 1; 2 Smith 234; 55 S. J. 94; 27 T. L. R. 81. . . 367
Dover *v.* Nürnberger Celluloidwaren Fabrik, [1910] 2 Ch. 25; 79 L. J. Ch. 625; 102 L. T. 634; 27 R. P. C. 498; 54 S. J. 504; 26 T. L. R. 470 248
Doyle *v.* Craig, [1911] S. C. 493 . 367
Draupner, The, [1910] A. C. 450; 79 L. J. P. 88; 103 L. T. 87; 26 T. L. R. 571 89
Drax, *In re;* Dunsany *v.* Sawbridge, 1906, 75 L. J. Ch. 317; 94 L. T. 611; 54 W. R. 418; 22 T. L. R. 343 500
Drew *v.* Drew, [1912] P. 175; 89 L. J. P. 85; 28 T. L. R. 479; 107 L. T. 528 476
Drumlanrig, The, [1911] A. C. 16; 80 L. J. P. 9; 103 L. T. 773; 11 Asp. 520; 55 S. J. 138; 27 T. L. R. 146 118
Drummond, *In re;* Ashmore, *Ex parte,* [1909] 2 K. B. 622; 78 L. J. K. B. 935; 53 S. J. 651; 25 T. L. R. 706 . . . 77, 237
Drummond *v.* Collins, [1913] 3 K. B. 583; 109 L. T. 631 . . 369
Duchesne *v.* Finch, 1912, 107 L. T. 412; 76 J. P. 377; 10 L. G. R. 559; 23 Cox. C. C. 170; 28 T. L. R. 440 181
Du Cros *v.* Lambourne, [1907] 1 K. B. 40; 76 L. J. K. B. 50; 95 L. T. 782; 70 J. P. 525; 5 L. G. R. 121; 21 Cox. C. C. 311; 23 T. L. R. 3 . . . . . . 1, 498
Du Cros' Application, *In re. See* Registrar of Trade Marks *v.* Du Cros.
Dunbar *v.* Dunbar, [1909] 2 Ch. 639; 79 L. J. Ch. 70; 101 L. T. 553; 54 S. J. 32; 26 T. L. R. 21 . 389
Dunbar *v.* Harvey, [1913] 2 Ch. 530; 82 L. J. Ch. 18; 109 L. T. 285; 57 S. J. 686 . . . 488
Duncan *v.* Fife Coal Co., 1905, 7 F. 958 275
Duncannon *v.* Manchester; Manchester, *In re,* [1912] 1 Ch. 540; 81 L. J. Ch. 329; 106 L. T. 332; 56 S. J. 429; 28 T. L. R. 241, 260 221
Dundas' Trustees *v.* Dundas Trustees, [1912] S. C. 375 . . 225
Dunderland Iron Ore Co., [1909] 1 Ch. 446; 78 L. J. Ch. 237; 101 L. T. 224; 16 Mans. 67 . 228, 234
Dunham *v.* Clare, [1902] 2 K. B. 292; 71 L. J. K. B. 683; 86 L. T. 751; 50 W. R. 596; 66 J. P. 612 292
Dunlop Pneumatic Tyre Co. *v.* New Garage & Motor Co., [1913] 2 K. B. 207; 82 L. J. K. B. 605; 108 L. T. 361; 57 S. J. 357; 29 T. L. R. 344 . . 21
Dunn, *In re;* Simmons *v.* Liberal Opinion, [1911] 1 K. B. 966; 80 L. J. K. B. 617; 104 L. T. 264; 55 S. J. 315; 27 T. L. R. 278 . 640
Dunne *v.* Byrne, [1912] A. C. 407; 81 L. J. P. C. 202; 106 L. T. 394; 56 S. J. 324; 28 T. L. R. 257 107
Dunnigan *v.* Cavan, [1911] S. C. 579 286
Dunning, *Ex parte;* R. *v.* Kinghorn, [1908] 2 K. B. 949; 78 L. J. K. B. 33; 99 L. T. 794; 21 Cox. 727; 72 J. P. 478; 25 T. L. R. 219 . 57
Dunning *v.* Swetman, [1909] 1 K. B. 774; 78 L. J. K. B. 359; 100 L. T. 604; 73 J. P. 191; 22 Cox. C. C. 93; 25 T. L. R. 302 . 86
Dunraven's Settled Estates, *In re,* [1907] 2 Ch. 417; 76 L. J. Ch. 591; 97 L. T. 336; 23 T. L. R. 691 470
Dunsany *v.* Sawbridge; Drax, *In re,* 1906, 75 L. J. Ch. 317; 94 L. T. 611; 54 W. R. 418; 22 T. L. R. 343 500
Dunsany's Settlement, *In re;* Nott *v.* Dunsany, [1906] 1 Ch. 578; 75 L. J. Ch. 356; 94 L. T. 361 . 621
Dunster, *In re;* Brown *v.* Haywood, [1909] 1 Ch. 103; 78 L. J. Ch. 138; 99 L. T. 921 . . 446
Dupleix, The, [1912] P. 8; 81 L. J. P. 9; 106 L. T. 347; 12 Asp. M. C. 122; 27 T. L. R. 577 6, 116
Duppa, *In re;* Fowler *v.* Duppa, [1912] 2 Ch. 445; 81 L. J. Ch. 737; 107 L. T. 522; 56 S. J. 721 227
Durham County Council *v.* West Hartlepool Borough Council, [1906] 2 K. B. 186; 75 L. J.

K. B. 803; 94 L. T. 689; 4 L. G. R. 845; 70 J. P. 465; 22 T. L. R. 671 189
Dyhouse *v.* Great Western Railway, 1913, 109 L. T. 193; [1913] W. C. & I. Rep. 491 284
Dyson, *In re;* Challinor *v.* Sykes, [1910] 1 Ch. 750; 79 L. J. Ch. 433; 102 L. T. 425 158
Dyson *v.* Att.-Gen., [1911] 1 K. B. 410; 80 L. J. K. B. 531; 103 L. T. 707; 55 S. J. 168; 27 T. L. R. 143; [1912] 1 Ch. 158; 81 L. J. K. B. 217; 105 L. T. 753; 28 T. L. R. 72 . . 2, 56, 549
Dyson *v.* Forster, [1909] A. C. 98; 78 L. J. K. B. 246; 99 L. T. 942; 25 T. L. R. 166 . . . 193

E

Eade *v.* Nicholson; Nicholson, *In re,* [1909] 2 Ch. 111; 78 L. J. Ch. 516; 100 L. T. 877 . . . 686
East *v.* Bennett Brothers, Ltd., [1911] 1 Ch. 163; 80 L. J. Ch. 123; 103 L. T. 826; 18 Mans. 145; 55 S. J. 92; 27 T. L. R. 103 141
East Barnet Valley Urban Council *v.* Stallard, [1909] 2 Ch. 555; 79 L. J. Ch. 103; 101 L. T. 642; 74 J. P. 9; 8 L. G. R. 192; 54 S. J. 30; 26 T. L. R. 22 . . . 266
Eastbourne Guardians *v.* Croydon Guardians, [1910] 2 K. B. 16; 79 L. J. K. B. 646; 102 L. T. 595; 8 L. G. R. 503; 74 J. P. 286; 26 T. L. R. 447 . . . 55, 572
Eastgate, *In re;* Ward, *Ex parte,* [1905] 1 K. B. 465; 74 L. J. K. B. 324; 92 L. T. 207; 53 W. R. 432; 12 Mans. 11; 21 T. L. R. 192 70
East London Harbour Board *v.* Caledonian Shipping Co., [1908] A. C. 271; 77 L. J. P. C. 111; 98 L. T. 682; 11 Asp. 59; 24 T. L. R. 516 378
East London Railway *v.* Greenwich Assessment Committee, [1913] 1 K. B. 612; 82 L. J. K. B. 297; 107 L. T. 805; 77 J. P. 153; 11 L. G. R. 265; 29 T. L. R. 171 158
Easton *v.* Hitchcock, [1912] 1 K. B. 535; 81 L. J. K. B. 395; 106 L. T. 126; 56 S. J. 254; 28 T. L. R. 208 686
Eastwood *v.* Ashton, 1913, 58 S. J. 152 661
Eaton *v.* Best, [1909] 1 K. B. 632; 78 L. J. K. B. 425; 100 L. T. 494; 22 Cox C. C. 66; 73 J. P. 113; 25 T. L. R. 244 403
Eaves *v.* Blaenclydach Colliery Co., [1909] 2 K. B. 73; 78 L. J. K. B. 809; 100 L. T. 751 . . 297
Ebbern *v.* Fowler, [1909] 1 Ch. 578; 78 L. J. Ch. 497; 100 L. T. 717; 53 S. J. 356 . 84, 573, 673, 691
Eccles *v.* Louisville and Nashville Railroad Co., 1911, 56 S. J. 74 . 204
Eccles *v.* Louisville and Nashville Railroad Co., [1912] 1 K. B. 135; 81 L. J. K. B. 445; 105 L. T. 928; 56 S. J. 107; 28 T. L. R. 67 . 311
Eccles Provident Industrial Cooperative Society *v.* Griffiths, [1912] A. C. 483; 81 L. J. K. B. 594; 106 L. T. 465; 56 S. J. 359; 28 T. L. R. 299 . . 400
Ecclesiastical Commissioners *v.* Page, [1911] 2 K. B. 946; 80 L. J. K. B. 1346; 105 L. T. 827; 75 J. P. 548 454
Ecclesiastical Commissioners *v.* Upjohn, [1913] 1 K. B. 501; 82 L. J. K. B. 435; 108 L. T. 417 . 661
Eden *v.* North-Eastern Rly. Co., [1907] A. C. 400; 76 L. J. K. B. 940; 97 L. T. 254; 71 J. P. 450; 23 T. L. R. 685 . . 488
Edge *v.* Gorton, [1912] 3 K. B. 360; 81 L. J. K. B. 1185; 107 L. T. 341; 56 S. J. 719; 28 T. L. R. 566; [1912] W. C. Rep. 392 . 294
Edge *v.* Nicholls, [1911] A. C. 693; 80 L. J. Ch. 744; 105 L. T. 459; 28 R. P. C. 582; 55 S. J. 737; 27 T. L. R. 555 665
Edgerton *v.* Moore, [1912] 2 K. B. 308; 81 L. J. K. B. 696; 106 L. T. 663; [1912] W. C. Rep. 250 289
Edinburgh Parish Council *v.* Edinburgh Magistrates, [1912] S. C. 793 597
Edinburgh Parish Council *v.* Leith Magistrates, [1912] S. C. 812 597
Edmunds *v.* *Peterston* (Owners), 1911, 28 T. L. R. 18 287
Edmundson *v.* Copland, [1911] 2 Ch. 301; 80 L. J. Ch. 532; 105 L. T. 8; 55 S. J. 520; 27 T. L. R. 446 602
Edmundson *v.* Render, [1905] 2 Ch. 320; 74 L. J. Ch. 585; 93 L. T. 124; 53 W. R. 632 . . 607
Edwards, *In re;* Lloyd *v.* Boyes, [1910] 1 Ch. 541; 79 L. J. Ch. 281; 102 L. T. 308; 54 S. J. 325; 26 T. L. R. 308 . . . 500
Edwards *v.* Burns; Eve, *In re,* [1909] 1 Ch. 796; 78 L. J. Ch. 388; 100 L. T. 874 . 84, 673, 691
Edwards *v.* Edwards, [1909] A. C. 275; 78 L. J. Ch. 504; 100 L. T. 84 548
Edwards *v.* Mallan, [1908] 1 K. B.

1002; 77 L. J. K. B. 608; 98 L. T. 824; 24 T. L. R. 376 . . 648
Edwards *v.* Pharmaceutical Society, [1910] 2 K. B. 766; 79 L. J. K. B. 859; 102 L. T. 592; 74 J. P. 283; 26 T. L. R. 420 . 570
Edwards *v.* Smith; Unite, *In re*, 1906, 75 L. J. Ch. 163; 54 W. R. 358; 22 T. L. R. 242 . . . 107
Edwards *v.* Wickwar, 1866, L. R. 1 Eq. 403 56
Edwards *v* Wingham Agricultural Implement Co., [1913] 3 K. B. 596; 82 L. J. K. B. 998; 109 L. T. 50; [1913] W. C. and I. Rep. 642; 57 S. J. 701 . 284
Egmont's Settled Estates, *In re;* Lefroy *v.* Egmont, [1906] 2 Ch. 151; 75 L. J. Ch. 649; 95 L. T. 187; 54 W. R. 504; 22 T. L. R. 430 620
Egyptian, The, [1910] A. C. 400; 79 L. J. P. 57; 102 L. T. 465; 11 Asp. 388 119
Eilbeck, *In re;* Good Intent Lodge Trustees, *Ex parte,* [1910] 1 K. B. 136; 79 L. J. K. B. 265; 101 L. T. 688; 17 Mans. 1; 54 S. J. 118; 26 T. L. R. 111 98, 370
Eke *v.* Hart-Dyke, [1910] 2 K. B. 677; 80 L. J. K. B. 90; 103 L. T. 174; 26 T. L. R. 613 283, 288
Elcho *v.* Andrews, [1910] 1 Ch. 706; 79 L. J. Ch. 586; 102 L. T. 403 681
Elford, *In re;* Elford *v.* Elford, [1910] 1 Ch. 814; 79 L. J. Ch. 385; 102 L. T. 488; 54 S. J. 542 691
Ellerman Lines *v.* Clyde Navigation Trustees, [1911] S. C. 122 . 119
Elliott, *In re;* Raven *v.* Nicholson, 1910, 102 L. T. 528; 54 S. J. 426 106
Elliott *v.* Crutchley, [1906] A. C. 7; 75 L. J. K. B. 147; 94 L. T. 5; 54 W. R. 349; 22 T. L. R. 83 110
Elliott *v.* Roberts, 1912, 107 L. T. 18; 28 T. L. R. 436 . . . 368
Ellis, *Ex parte;* Hallman, *In re,* [1909] 2 K. B. 430; 78 L. J. K. B. 1009; 100 L. T. 861; 16 Mans. 274; 53 S. J. 544; 25 T. L. R. 607 238
Ellis *v.* Banyard, 1911, 106 L. T. 51; 56 S. J. 139; 28 T. L. R. 122 346
Ellis *v.* Fairfield Shipbuilding and Engineering Co., [1913] S. C. 217; [1913] W. C. & I. Rep. 88 289
Ellis *v.* Hobson, [1908] 1 K. B. 388; 77 L. J. K. B. 251; 98 L. T. 110 . . . . . . 349, 385
Ellis *v.* Hughes; Hughes, *In re,* [1913] 2 Ch. 491; 83 L. J. Ch. 31; 109 L. T. 509 . . . 418
Ellis *v.* Kerr, [1910] 1 Ch. 529; 79 L. J. Ch. 291; 102 L. T. 417; 54 S. J. 307 155
Ellis's Settlement, *In re;* Ellis *v.* Ellis, [1909] 1 Ch. 618; 78 L. J. Ch. 375; 100 L. T. 511 . . 371
Elliston *v.* Reacher, [1908] 2 Ch. 665; 78 L. J. Ch. 87; 99 L. T. 701 98
Elmore's Will, *In re,* 1860, 9 W. R. 66 . . . . . . 448, 692
Elphinstone *v.* Monkland Iron and Coal Co., 1886, 11 App. Cas. 332 417
Elsden *v.* Hampstead Corporation, [1905] 2 Ch. 633; 75 L. J. Ch. 27; 93 L. T. 335; 54 W. R. 43; 69 J. P. 434; 3 L. G. R. 1199; 21 T. L. R. 772 650
Elswick S. S. Co. *v.* Montaldi, [1907] 1 K. B. 626; 76 L. J. K. B. 672; 96 L. T. 845; 12 Com. Cas. 240; 23 T. L. R. 322. 244
Ely (Bishop of) *v.* Close, [1913] P. 184; 29 T. L. R. 668 . . . 254
Elysia, The, [1912] P. 152; 81 L. J. P. 104; 106 L. T. 896; 12 Asp. M. C. 198; 28 T. L. R. 376 566
Emery *v.* Wells, [1906] A. C. 515; 75 L. J. P. C. 104; 95 L. T. 589 . 156
Emmet, *In re,* 1906, 95 L. T. 755 . 462
Enever's Trusts; Power *v.* Power, [1912] 1 Ir. R. 511 . . . 575
English and Colonial Produce Co., *In re,* [1906] 2 Ch. 435; 75 L. J. Ch. 831; 95 L. T. 580; 13 Mans. 387; 22 T. L. R. 669 . . . 579
Engravers, *In re,* 1913, 57 S. J. 557; 29 T. L. R. 440 . . . 410
Enoch and Zaretzky, *In re,* [1910] 1 K. B. 327; 79 L. J. K. B. 363; 101 L. T. 801 . . . 26, 752
Enterprise, The, [1912] P. 207; 82 L. J. P. 1; 107 L. T. 271; 12 Asp. M. C. 240; 28 T. L. R. 598. 118
Erie County Natural Gas and Fuel Co. *v.* Carroll, [1911] A. C. 105; 80 L. J. P. C. 59; 103 L. T. 678. 218
Esberger *v.* Capital and Counties Bank, [1913] 2 Ch. 366; 82 L. J. Ch. 576; 109 L. T. 140 . . 231
Essex Hall, *Ex parte;* R. *v.* Special Commissioners of Income Tax, [1911] 2 K. B. 434; 80 L. J. K. B. 1035; 104 L. T. 764; 27 T. L. R. 466; 5 Tax. Cas. 636 397
Etheridge Central Uruguay Northern Extension Railway Co., [1913] 1 Ch. 425; 82 L. J. Ch. 333; 108 L. T. 362; 20 Mans. 172; 57 S. J. 341; 29 T. L. R. 328 . . 145
Etherington and Lancashire and Yorkshire Accident Insurance Co., *In re,* [1909] 1 K. B. 591; 78

L. J. K. B. 684; 100 L. T. 568; 53 S. J. 266; 25 T. L. R. 287 . 3

Etna, The, [1908] P. 269; 77 L. J. P. 138; 98 L. T. 424; 11 Asp. 30; 24 T. L. R. 270 120

Euman *v.* Dalziel, [1913] S. C. 246; [1913] W. C. and I. Rep. 49 . 287

Eustace, *In re;* Lee *v.* M'Millan, [1912] 1 Ch. 561; 81 L. J. Ch. 529; 106 L. T. 789; 56 S. J. 468 496

Evans, *In re*, 1870, L. R. 11 Eq. 151 642

Evans, *In re;* Evans *v.* Powell, [1909] 1 Ch. 784; 78 L. J. Ch. 441; 100 L. T. 779 690

Evans, *In re;* Jones *v.* Evans, [1913] 1 Ch. 23; 82 L. J. Ch. 12; 107 L. T. 604; 19 Mans. 397; 57 S. J. 60. 182

Evans, *In re;* Thomas *v.* Thomas, 1908, 77 L. J. Ch. 583; 99 L. T. 271 19

Evans and Bettell's Contract, *In re*, [1910] 2 Ch. 438; 79 L. J. Ch. 669; 103 L. T. 181; 54 S. J. 680 . . . . . . 20, 338

Evans *v.* Astley, [1911] A. C. 674; 80 L. J. K. B. 1171; 105 L. T. 385; 55 S. J. 687; 27 T. L. R. 557 287

Evans *v.* Evans, [1906] P. 125; 75 L. J. P. 27; 94 L. T. 616; 22 T. L. R. 322 261

Evans *v.* Gwendraeth Anthracite Colliery Co., [1913] 3 K. B. 100; 82 L. J. K. B. 983; 109 L. T. 102; 29 T. L. R. 455 489

Evans *v.* Jones, 1908, 99 L. T. 799; 72 J. P. 481; 6 L. G. R. 1166; 25 T. L. R. 5 94

Evans *v.* Levy, [1910] 1 Ch. 452; 79 L. J. Ch. 383; 102 L. T. 128 . 193

Evans *v.* Nicholl, [1909] 1 K. B. 778; 78 L. J. K. B. 428; 100 L. T. 496; 73 J. P. 154; 7 L. G. R. 386; 22 Cox C. C. 70; 25 T. L. R. 239 497

Evans *v.* Rival Granite Quarries Co., [1910] 2 K. B. 979; 79 L. J. K. B. 970; 18 Mans. 64; 54 S. J. 580; 26 T. L. R. 509 . 334

Eve, *In re;* Edwards *v.* Burns, [1909] 1 Ch. 796; 78 L. J. Ch. 388; 100 L. T. 874 . 84, 673, 691

Evered, *In re;* Molineaux *v.* Evered, [1910] 2 Ch. 147; 79 L. J. Ch. 465; 102 L. T. 694; 54 S. J. 540 . 574

Ewen *v.* Halston; Halston, *In re*, [1912] 1 Ch. 435; 81 L. J. Ch. 265; 106 L. T. 182; 56 S. J. 311 . . . . . . 13, 521

Exchange Telegraph Co. *v.* Howard, 1906, 22 T. L. R. 375 . . 180, 666

Exeter (Archdeacon) *v.* Green, [1913] P. 21; 29 T. L. R. 8 . 268

Eyre *v.* Houghton Main Colliery Co., [1910] 1 K. B. 695; 79 L. J. K. B. 698; 102 L. T. 385; 54 S. J. 304; 26 T. L. R. 302 . . 294

Ezardian, The, [1911] P. 92; 80 L. J. P. 81; 104 L. T. 400; 11 Asp. M. C. 602 119

F

F. *v.* P. 1896, 75 L. T. 192 . . 510

Fabergé *v.* Goldsmith's Company, [1911] 1 Ch. 286; 80 L. J. Ch. 97; 103 L. T. 555 . . . 568

Fagot *v.* Fine, 1911, 105 L. T. 583; 56 S. J. 35 490

Fairclough *v.* Swan Brewery Co., [1912] A. C. 565; 81 L. J. P. C. 207; 106 L. T. 931; 28 T. L. R. 450 492

Fairfort, The, [1912] P. 168; 81 L. J. P. 108; 106 L. T. 382; 12 Asp. M. C. 165 613

Fairhurst *v.* Price, [1912] 1 K. B. 404; 81 L. J. K. B. 320; 106 L. T. 97; 76 J. P. 110; 22 Cox C. C. 660; 28 T. L. R. 132 328

Fairweather *v.* Metropolitan Amalgamated Estates; Metropolitan Amalgamated Estates, *In re*, [1912] 2 Ch. 497; 81 L. J. Ch. 745; 107 L. T. 545 . . . 600

Falkirk Magistrates *v.* Russell, [1911] S. C. 99 374

Famatina Development Corporation, Ltd. *v.* Bury, [1910] A. C. 439; 79 L. J. Ch. 597; 102 L. T. 866; 17 Mans. 242; 54 S. J. 616; 26 T. L. R. 540 . 130, 680

Fane, *In re;* Fane *v.* Fane, [1913] 1 Ch. 404; 82 L. J. Ch. 225; 108 L. T. 288; 57 S. J. 321; 29 T. L. R. 306 548

Faraker, *In re;* Faraker *v.* Durell, [1912] 2 Ch. 488; 81 L. J. Ch. 635; 107 L. T. 36; 56 S. J. 668 . 107

Farmer *v.* Scottish North American Trust, [1912] A. C. 118; 81 L. J. P. C. 81; 105 L. T. 833; 28 T. L. R. 142; 5 Tax. Cas. 693 395

Farmer *v.* Thames Ironworks Co.; Thames Ironworks Co., *In re*, 1912, 106 L. T. 674; 56 S. J. 413; 28 T. L. R. 273 . . 601

Farndale *v.* Dillon, [1907] 2 K. B. 513; 76 L. J. K. B. 922; 97 L. T. 284; 71 J. P. 374; 21 Cox C. C. 500 458

Fauntleroy *v.* Beebe, [1911] 2 Ch. 257; 80 L. J. Ch. 654; 104 L. T. 704; 55 S. J. 497 . . . 158

Federal Supply and Cold Storage Co. *v.* Angehrn, 1910, 80 L. J. P. C. 1; 103 L. T. 150; 26 T. L. R. 626 480

Fiat Motor Co.'s Application, *In*

re, [1911] 1 Ch. 66; 80 L. J. Ch. 48; 103 L. T. 453; 27 R. P. C. 762; 55 S. J. 64; 27 T. L. R. 74 429

Fielding *v.* Seymour; Seymour, *In re*, [1913] 1 Ch. 475; 82 L. J. Ch. 233; 108 L. T. 392; 57 S. J. 321 242

Fieldwick, *In re*; Johnson *v.* Adamson, [1909] 1 Ch. 1; 78 L. J. Ch. 153; 100 L. T. 106 . . . 574

Finch *v.* Bannister, [1908] 2 K. B. 441; 77 L. J. K. B. 718; 99 L. T. 228; 72 J. P. 203; 6 L. G. R. 534; 24 T. L. R. 435 266

Fine Cotton Spinners' and Doublers' Association *v.* Harwood, Cash & Co., Ltd., [1907] 2 Ch. 184; 76 L. J. Ch. 670; 97 L. T. 45; 23 T. L. R. 537 . . 665

Finlay, *In re*; Wilson *v.* Finlay, [1913] 1 Ch. 565; 82 L. J. Ch. 295; 108 L. T. 699; 57 S. J. 444; 29 T. L. R. 436 . . 580

Firth, *In re*; Firth *v.* Loveridge, [1912] 1 Ch. 806; 81 L. J. Ch. 539; 106 L. T. 865; 56 S. J. 467; 28 T. L. R. 378 . . . 678

Fisher, *In re*, [1912] 2 K. B. 491; 81 L. J. K. B. 1246; 106 L. T. 814; 19 Mans. 332; 56 S. J. 553 . . . . . 338, 524

Fisher *v.* Great Western Railway, [1911] 1 K. B. 551; 80 L. J. K. B. 299; 103 L. T. 885; 55 S. J. 76; 27 T. L. R. 96 . . 422

Fisher *v.* Ind, Coope & Co., Ltd.; Ind, Coope & Co., Ltd., *In re*, [1911] 2 Ch. 223; 80 L. J. Ch. 661; 105 L. T. 356; 55 S. J. 600 210, 418

Fitzgerald *v.* Clarke, [1908] 2 K. B. 796; 77 L. J. K. B. 1018; 99 L. T. 101 284

Fitzhardinge *v.* Purcell, [1908] 2 Ch. 139; 77 L. J. Ch. 529; 99 L. T. 154; 72 J. P. 276; 24 T. L. R. 564 373

Fleet *v.* Johnson, [1913] W. C. & I. Rep. 149; 57 S. J. 226; 29 T. L. R. 207 287

Fleming *v.* London County Council, [1911] A. C. 1; 80 L. J. K. B. 35; 103 L. T. 466; 8 L. G. R. 1055; 75 J. P. 9; 55 S. J. 28 . 465

Fletcher *v.* Birkenhead Corporation, [1907] 1 K. B. 205; 76 L. J. K. B. 218; 96 L. T. 287; 71 J. P. 111; 5 L. G. R. 293; 23 T. L. R. 195 . . . 4, 5, 421

Fletcher *v.* *Duchess* Steamship (Owners), [1911] A. C. 671; 81 L. J. K. B. 33; 105 L. T. 121; 55 S. J. 598; 27 T. L. R. 508; [1912] W. C. Rep. 16 . 283, 284

Flower *v.* Watts, [1910] 2 K. B. 327; 79 L. J. K. B. 751; 103 L. T. 39; 74 J. P. 302; 8 L. G. R. 809; 26 T. L. R. 495 . . . 91

Flynn *v.* Hart, [1913] 2 I. R. 322 . 267

Fooks *v.* Cuffe; Cuffe, *In re*, [1908] 2 Ch. 500; 77 L. J. Ch. 776; 99 L. T. 267; 24 T. L. R. 781 . . 259

Foot *v.* Findlay, [1909] 1 K. B. 1; 78 L. J. K. B. 48; 99 L. T. 798; 72 J. P. 494; 6 L. G. R. 1129; 25 T. L. R. 10 471

Foote *v.* Greenock Hospital Directors, [1912] S. C. 69 . . 504

Forbes *v.* Samuel, [1913] 3 K. B. 706; 82 L. J. K. B. 1135; 109 L. T. 599; 29 T. L. R. 544 . . 522

Ford, *In re*; Myers *v.* Molesworth, [1911] 1 Ch. 455; 80 L. J. Ch. 355; 104 L. T. 245 . . . 23

Ford *v.* Mann; Mann, *In re*, [1912] 1 Ch. 388; 81 L. J. Ch. 217; 106 L. T. 14; 56 S. J. 272 691

Forfarshire, The, [1908] P. 339; 78 L. J. P. 44; 99 L. T. 587; 11 Asp. 158 661

Forrester *v.* Norton [1911] 2 K. B. 953; 80 L. J. K. B. 1288; 105 L. T. 375; 75 J. P. 510; 9 L. G. R. 991; 55 S. J. 668; 27 T. L. R. 542 499

Forster *v.* Baker, [1910] 2 K. B. 636; 79 L. J. K. B. 664; 102 L. T. 522; 26 T. L. R. 421 . . 30

Forth Bridge Railway *v.* Dunfermline Guildry, [1910] S. C. 316 . 487

Foss, *In re*, [1912] 2 Ch. 161; 81 L. J. Ch. 558; 106 L. T. 835; 56 S. J. 574 642

Foster *v.* Foster, 1875, 1 Ch. D. 1, 588 . . . . . . 158, 524

Foundling Hospital (Governors) *v.* Crane, [1911] 2 K. B. 367; 80 L. J. K. B. 853; 105 L. T. 187 242

Fountaine, *In re*; Fountaine *v.* Amherst, [1909] 2 Ch. 382; 78 L. J. Ch. 648; 101 L. T. 83; 25 T. L. R. 689 677

Fowler *v.* Att.-Gen; University of London Medical Sciences Institute Fund, *In re*, [1909] 2 Ch. 1; 78 L. J. Ch. 562; 100 L. T. 423; 53 S. J. 302; 25 T. L. R. 358 . 107

Fowler *v.* Duppa; Duppa, *In re*, [1912] 2 Ch. 445; 81 L. J. Ch. 737; 107 L. T. 522; 56 S. J. 721 227

Fox, *In re*; Brooks *v.* Marston, [1913] 2 Ch. 75; 82 L. J. Ch. 393; 108 L. T. 948 . . 461, 462, 496

Fox *v.* Central Silkstone Collieries Ltd., [1912] 2 K. B. 597; 81 L. J. K. B. 989; 107 L. T. 85; 56 S. J. 634 185

Fox *v.* Crystal Palace Co.; Crystal Palace Co., *In re*. *See* Saunders *v.* Bevan.

Fraser Settlement, *In re*; Ind *v.* Fraser, [1913] 2 Ch. 224; 82 L.

J. Ch. 406; 108 L. T. 960; 57 S. J. 462 621

Fraser *v.* Fear, 1912, 56 S. J. 311 408, 612

Fraser *v.* Young; Young, *In re*, [1913] 1 Ch. 272; 82 L. J. Ch. 171; 108 L. T. 292; 57 S. J. 265; 29 T. L. R. 224 . . . 2

Freeland *v.* Summerlee Iron Co. *See* Summerlee Iron Co. *v.* Freeland.

Freelove *v.* Mitchell; Mitchell, *In re*, [1913] 1 Ch. 201; 82 L. J. Ch. 121; 108 L. T. 34; 57 S. J. 213 580

Freeman, *In re;* Hope *v.* Freeman, [1910] 1 Ch. 681; 79 L. J. Ch. 678; 102 L. T. 516; 54 S. J. 443 446

Freeman *v.* Chester Rural Council, [1911] 1 K. B. 783; 80 L. J. K. B. 695; 104 L. T. 368; 75 J. P. 132 24

Freeman *v.* Jeffries, 1869, L. R. 4 Ex. 189; 38 L. J. Ex. 116 . . 461

Freeman's Will, *In re;* Shilton *v.* Freeman, [1908] 1 Ch. 720; 77 L. J. Ch. 401; 98 L. T. 429; 24 T. L. R. 300 107

Freke *v.* Carberry, 1873, L. R. 16 Eq. 461; 21 W. R. 835 . . 444

French, In the Goods of, [1910] P. 169; 79 L. J. P. 56; 54 S. J. 361; 26 T. L. R. 374 . . . 336

Friendly Society of Ironfounders *v.* Ingall. *See* Baker *v.* Ingall.

Friends' Free School, *In re;* Clibborn *v.* O'Brien, [1909] 2 Ch. 675; 79 L. J. Ch. 5; 101 L. T. 204; 53 S. J. 733; 25 T. L. R. 782 106

Frith *v.* Louisianian, [1912] 2 K. B. 155; 81 L. J. K. B. 701; 106 L. T. 667; 28 T. L. R. 331; [1912] W. C. Rep. 285 . . 285

Fruit and Vegetable Growers' Association *v.* Kekewich, [1912] 2 Ch. 53; 81 L. J. Ch. 499; 56 S. J. 502; 28 T. L. R. 411 . 140

Fry, *In re;* Fry *v.* Fry, [1912] 2 Ch. 86; 81 L. J. Ch. 640; 106 L. T. 999; 56 S. J. 518 . . 477

Fry *v.* Cheltenham Corporation, 1911, 81 L. J. K. B. 41; 105 L. T. 495; 76 J. P. 89; 10 L. G. R. 1; 56 S. J. 33; 28 T. L. R. 16 588

Fry *v.* Smellie, [1912] 3 K. B. 282; 81 L. J. K. B. 1003; 106 L. T. 404 579

Fulham Union *v.* Woolwich Union, [1907] A. C. 255; 76 L. J. K. B. 739; 97 L. T. 117; 71 J. P. 361; 5 L. G. R. 801; 23 T. L. R. 583 . . . . 245, 691

Furness *v.* Pickering, [1908] 2 Ch. 224; 77 L. J. Ch. 615; 99 L. T. 142 524

Furness and Willesden Urban Council, *In re*, 1905, 70 J. P. 25; 22 T. L. R. 52 . . . 421

Furniture and Fine Arts Depositories, *Ex parte;* Miller, *In re*, [1912] 3 K. B. 1; 81 L. J. K. B. 1180; 107 L. T. 417; 19 Mans. 354; 56 S. J. 634 . . . 62

Furnivall *v.* Coombes, 1843, 5 Man. & G. 736; 6 Scott N. R. 522; 12 L. J. C. P. 265; 7 Jur. 399 398

G

G. (a solicitor), *In re;* Law Society, *Ex parte*, [1912] 1 K. B. 302; 81 L. J. K. B. 245; 105 L. T. 874; 56 S. J. 92; 28 T. L. R. 50 641

G. *v.* G., [1912] P. 173; 81 L. J. P. 90; 106 L. T. 647; 28 T. L. R. 481 509

Gaby *v.* Ashburnham; Ashburnham, *In re*, 1912, 57 S. J. 28 . 498

Gadd *v.* Provincial Union Bank, [1909] 2 K. B. 353; 78 L. J. K. B. 815; 25 T. L. R. 591 . 490

Gadd *v.* Thompson, [1911] 1 K. B. 304; 80 L. J. K. B. 272; 103 L. T. 836; 55 S. J. 156; 27 T. L. R. 113 . . . . . 405, 606

Gailey, *Ex parte;* R. *v.* Taylor, [1908] 2 K. B. 237; 77 L. J. K. B. 531; 98 L. T. 54; 72 J. P. 238 344

Galbraith *v.* Grimshaw, [1910] A. C. 508; 79 L. J. K. B. 1011; 103 L. T. 294; 17 Mans. 183; 54 S. J. 634 334

Gallant *v.* "Gabis" (Owners), 1913, 108 L. T. 50; [1913] W. C. & I. Rep. 116; 57 S. J. 225; 12 Asp. M. C. 284; 29 T. L. R. 198 . 287

Galloway *v.* Schill, Seebohm & Co., [1912] 2 K. B. 354; 81 L. J. K. B. 752; 106 L. T. 875; 76 J. P. 298; 19 Mans. 199; 28 T. L. R. 400 138

Gamble *v.* Jordan, [1913] 3 K. B. 149; 82 L. J. K. B. 743; 108 L. T. 1022; 72 J. P. 269; 11 L. G. R. 989; 23 Cox. C. C. 451; 29 T. L. R. 539 592

Game, *In re;* Game *v.* Young, [1897] 1 Ch. 881; 66 L. J. Ch. 505 . . . . . . 448, 692

Gammon *v.* Dale; Browning, *In re*, [1909] 1 Ch. 276; 78 L. J. Ch. 75; 99 L. T. 918 . . . 19

Gane *v.* Norton Hill Colliery Co., [1909] 2 K. B. 539; 78 L. J. K. B. 921; 100 L. T. 979; 25 T. L. R. 640 . . . 286, 306

Gant *v.* Hobbs; Robinson's Settlement, *In re*, [1912] 1 Ch. 717;

81 L. J. Ch. 393; 106 L. T. 443; 28 T. L. R. 298 . 156, 490, 674

Gardner *v.* Iredale, [1912] 1 Ch. 700; 81 L. J. Ch. 531; 106 L. T. 860; 19 Mans. 245 . 140, 142

Gardner *v.* London, Chatham and Dover Railway, 1867, L. R. 2 Ch. 201; 36 L. J. Ch. 323; 15 L. T. 552; 15 W. R. 324 . 235, 350, 591

Gardner *v.* Trechmann, 1884, 15 Q. B. D. 154; 54 L. J. Q. B. 515; 53 L. T. 518; 5 Asp. 558 . 369

Garnant Anthracite Collieries, Ltd. *v.* Rees, [1912] 3 K. B. 372; 81 L. J. K. B. 1189; 107 L. T. 279; [1912] W. C. Rep. 396 . . 280

Garrard, *In re;* Gordon *v.* Craigie, [1907] 1 Ch. 382; 76 L. J. Ch. 240; 96 L. T. 357; 23 T. L. R. 256 . . . . . . 106, 692

Gaskell *v.* Lancashire and Cheshire Miners' Federation, 1912, 56 S. J. 719; 28 T. L. R. 518 . . 672

Gaskell and Walters' Contract, *In re,* [1906] 2 Ch. 1; 75 L. J. Ch. 503; 94 L. T. 658; 22 T. L. R. 464 . . . . . . 255, 353

Gaunt *v.* Inland Revenue Commissioners, [1913] 3 K. B. 395; 82 L. J. K. B. 1131; 109 L. T. 555 . 391

Geary *v.* Ginsyles, 1913, 108 L. T. 314; [1913] W. C. & I. Rep. 314 287

Gedney, *In re;* Smith *v.* Grummitt, [1908] 1 Ch. 804; 77 L. J. Ch. 428; 98 L. T. 797; 15 Mans. 97 77

Gee *v.* Liddell, [1913] 2 Ch. 62; 82 L. J. Ch. 370; 108 L. T. 913 . 351

Geirionydd Rural Council *v.* Green, [1909] 2 K. B. 845; 78 L. J. K. B. 1039; 100 L. T. 418; 73 J. P. 137; 7 L. G. R. 308; 25 T. L. R. 282 384

Gelmini, *v.* Moriggia, [1913] 2 K. B. 549; 82 L. J. K. B. 949; 109 L. T. 77; 29 T. L. R. 486 . 461, 660

General Accident, Fire and Life Assurance Corporation *v.* Robertson, [1909] A. C. 404; 79 L. J. P. C. 1; 101 L. T. 135; 53 S. J. 649; 25 T. L. R. 685 . . 3

General Billposting Co. *v.* Atkinson, [1909] A. C. 118; 78 L. J. Ch. 77; 99 L. T. 943; 25 T. L. R. 178 606

General Estates Co. *v.* Beaver, [1912] 2 K. B. 398; 81 L. J. K. B. 761; 106 L. T. 793 . . 191

General Land Drainage and Improvement Co. *v.* United Counties Bank, 1910, 103 L. T. 418; 26 T. L. R. 619 . . 581

General Motor Cab Co., *In re,* [1913] 1 Ch. 377; 81 L. J. Ch. 505; 106 L. T. 709; 19 Mans. 272; 28 T. L. R. 352 144

Genforsikrings Aktieselskabet *v.* Da Costa, [1911] 1 K. B. 137; 80 L. J. K. B. 236; 103 L. T. 767; 16 Com. Cas. 1; 27 T. L. R. 43 . . 155, 184, 373, 473, 520

Genn *v.* Winkel, 1912, 107 L. T. 443; 17 Com. Cas. 323; 56 S. J. 612; 28 T. L. R. 483 . . 611

Gentry, *In re,* [1910] 1 K. B. 825; 79 L. J. K. B. 585; 17 Mans. 104; 102 L. T. 553; 26 T. L. R. 374; 54 S. J. 377 . . 65, 66

George *v.* Davies, [1911] 2 K. B. 445; 80 L. J. K. B. 924; 104 L. T. 648; 55 S. J. 481; 27 T. L. R. 415 . . . 265, 479

Gere, The, [1909] P. 287; 78 L. J. P. 130; 100 L. T. 620; 11 Asp. 243 115

Getty *v.* Getty, [1907] P. 334; 76 L. J. P. 158; 98 L. T. 60 . . 260

Gianetti *v.* Gianetti, [1913] P. 137; 82 L. J. P. 111; 108 L. T. 1037; 57 S. J. 774; 29 T. L. R. 654 . 262

Gibbes *v.* Hale-Hilton; Hilton, *In re,* [1909] 2 Ch. 548; 79 L. J. Ch. 7; 101 L. T. 229; 17 Mans. 19 . . . . . . 158, 675

Gibson *v.* Dodson; Dodson, *In re,* [1907] 1 Ch. 284; 76 L. J. Ch. 182; 96 L. T. 254 . . . 225

Gibson *v.* Gibson, 1906, 94 L. T. 619 260

Gibson *v.* Gibson, [1913] 3 K. B. 379; 82 L. J. K. B. 1315; 109 L. T. 445; 29 T. L. R. 665 . . 265

Gilbert *v.* *Nizam* (Owners), [1910] 2 K. B. 555; 79 L. J. K. B. 1172; 103 L. T. 163; 26 T. L. R. 604 284

Gill *v.* Gill, [1909] P. 157; 78 L. J. P. 60; 100 L. T. 861; 53 S. J. 359; 25 T. L. R. 400 . . 690

Gillette Safety Razor Co. *v.* Luna Safety Razor Co., [1910] 2 Ch. 373; 79 L. J. Ch. 672; 103 L. T. 105; 27 R. P. C. 527 . . 527

Gilligan *v.* Robb, [1910] S. C. 856 . 220

Gillins, *In re;* Inglis *v.* Gillins, [1909] 1 Ch. 345; 78 L. J. Ch. 244; 100 L. T. 226; 16 Mans. 74 690

Gillow *v.* Durham County Council, [1913] A. C. 54; 82 L. J. K. B. 206; 107 L. T. 689; 77 J. P. 105; 11 L. G. R. 1; 57 S. J. 76; 29 T. L. R. 76 269

Gilmour *v.* Dorman, Long & Co., 1911, 105 L. T. 54 . . . 284

Gilroy *v.* Mackie, [1909] S. C. 466 . 282

Gist, *In re;* Gist *v.* Timbrill, [1906] 2 Ch. 280; 75 L. J. Ch. 657; 95 L. T. 41; 22 T. L. R. 637 259

Gladys, The, [1910] P. 13; 79 L. J. P. 5; 101 L. T. 720; 11 Asp. 352; 26 T. L. R. 66 . . 120

Glamorgan County Asylum *v.* Cardiff Union, [1911] 1 K. B. 437; 80 L. J. K. B. 578; 103 L. T. 819; 75 J. P. 28; 9 L. G. R. 212 55

Glamorgan County Council *v.* Barry Overseers, [1912] 2 K. B. 603; 81 L. J. K. B. 836; 108 L. T. 118; 76 J. P. 307; 10 L. G. R. 477 192

Glamorgan Quarter Sessions *v.* Wilson, [1910] 1 K. B. 725; 79 L. J. K. B. 454; 102 L. T. 500; 74 J. P. 299; 26 T. L. R. 351 . 396

Glasgow Assurance Corporation *v.* Symondson, 1911, 104 L. T. 254; 16 Com. Cas. 109; 11 Asp. 583; 27 T. L. R. 245 . 472, 473

Glasgow Corporation *v.* Lorimer, [1911] A. C. 209; 80 L. J. P. C. 175; 104 L. T. 354 . . . 479

Glasgow Navigation Co. *v.* Iron Ore Co., [1910] A. C. 293; 79 L. J. P. C. 83; 102 L. T. 435; 11 Asp. 387 22

Glasgow Parish Council *v.* Glasgow Assessor, [1912] S. C. 818 . . 597

Glasgow Parish Council *v.* Martin, [1910] S. C. 102 . . . 404

Glegg *v.* Bromley, [1912] 3 K. B. 474; 81 L. J. K. B. 1081; 106 L. T. 825 . . . . . 30, 269

Glenie *v.* Smith or Tucker, [1908] 1 K. B. 263; 77 L. J. K. B. 193; 98 L. T. 515; 24 T. L. R. 177 . 88

Glenmorven, The, [1913] P. 141; 82 L. J. P. 113; 29 T. L. R. 412 . 662

Glossop *v.* Glossop, [1907] 2 Ch. 370; 76 L. J. Ch. 610; 97 L. T. 372; 14 Mans. 246 . . 136

Glossop *v.* Heston and Isleworth Local Board, 1879, 12 Ch. D. 102; 49 L. J. Ch. 89; 40 L. T. 736; 28 W. R. 111 267

Glyn *v.* Howell, [1909] 1 Ch. 666; 78 L. J. Ch. 391; 100 L. T. 324; 53 S. J. 269 . . . 488

Goatley *v.* Jones, [1909] 1 Ch. 577; 78 L. J. Ch. 420; 100 L. T. 512 333

Goddard *v.* O'Brien, 1882, 9 Q. B. D. 37 . . . . . 156, 530

Godden *v* Cowlin, [1913] 1 K. B. 590; 82 L. J. K. B. 509; 108 L. T. 166; [1913] W. C. & I. Rep. 330; 57 S. J. 282; 29 T. L. R. 255 294

Godden *v.* Hythe Burial Board, [1906] 2 Ch. 270; 75 L. J. Ch. 595; 95 L. T. 129; 4 L. G. R. 787; 22 T. L. R. 631 . . . 99

Godwin *v.* Admiralty Commissioners, [1912] 2 K. B. 26; 81 L. J. K. B. 532; 106 L. T. 136; 56 S. J. 307; 28 T. L. R. 229; [1912] W. C. Rep. 49; [1913] A.C. 638; 82 L. J. K. B. 1126; 109 L. T. 428; [1913] W. C. & I. Rep. 680; 29 T. L. R. 774 . . . 301

Goldburg, *In re;* Page, *Ex parte,* [1912] 1 K. B. 606; 81 L. J. K. B. 663; 106 L. T. 431 . . 69

Goldburg, *In re;* Silverstone, *Ex parte,* [1912] 1 K. B. 384; 81 L. J. K. B. 382; 105 L. T. 959; 19 Mans. 44 75

Golding *v.* Smith, [1910] 1 K. B. 462; 79 L. J. K. B. 375; 102 L. T. 19 192

Gonville's Trustee *v.* Patent Caramel Co., [1912] 1 K. B. 599; 81 L. J. K. B. 291; 105 L. T. 831; 19 Mans. 37 60

Goodall's Settlement, *In re,* [1909] 1 Ch. 440; 78 L. J. Ch. 241; 100 L. T. 223 618

Goodfellow *v.* Nelson Line (Liverpool), Ltd., [1912] 2 Ch. 324; 81 L. J. Ch. 564; 107 L. T. 344; 19 Mans. 265; 28 T. L. R. 461 . 228

Good Intent Lodge Trustees, *Ex parte;* Eilbeck, *In re,* [1910] 1 K. B. 136; 79 L. J. K. B. 265; 101 L. T. 688; 17 Mans. 1; 54 S. J. 118; 26 T. L. R. 111. 98, 370

Goodson *v.* Baker, 1908, 98 L. T. 415; 24 T. L. R. 338 . . 373

Goodson *v.* Grierson, [1908] 1 K. B. 761; 77 L. J. K. B. 507; 98 L. T. 740; 24 T. L. R. 364. . 648

Gordon and Adam's Contract, *In re,* [1913] 1 Ch. 561; 82 L. J. Ch. 455; 108 L. T. 710; 57 S. J. 477; reversed in C. A., 58 S. J. 67 . 618

Gordon *v.* Craigie; Garrard, *In re,* [1907] 1 Ch. 382; 76 L. J. Ch. 240; 96 L. T. 357; 23 T. L. R. 256 . . . . . 106, 692

Gordon *v.* Holland, 1913, 82 L. J. P. C. 81; 108 L. T. 385 . . 524

Gordon *v.* Mackenzie, [1913] S. C. 109 18

Gordon *v.* Metropolitan Police Commissioners, [1910] 2 K. B. 1080; 79 L. J. K. B. 957; 54 S. J. 719; 26 T. L. R. 645 . . . 86, 373

Gorman *v.* Gibson, [1910] S. C. 317 282

Gorringe *v.* Mahlstedt, [1907] A. C. 225; 76 L. J. Ch. 527; 97 L. T. 111 691

Gosselin, *In re;* Gosselin *v.* Gosselin, [1906] 1 Ch. 120; 75 L. J. Ch. 88; 54 W. R. 193 . . . 379

Gough *v.* Crawshay, [1908] 1 K. B. 441; 77 J. K. B. 236; 98 L. T. 327; 24 T. L. R. 186. . . 293

Gough *v.* Dames; Bythway, *In re,* 1911, 80 L. J. Ch. 246; 104 L. T. 411; 55 S. J. 235 . . 691

Gough *v.* Wood, [1894] 1 Q. B. 713; 63 L. J. Q. B. 564; 9 R. 509; 70 L. T. 297; 42 W. R. 469 . 249, 385

Gould *v.* Curtis, [1913] 3 K. B. 84; 82 L. J. K. B. 802; 108 L. T. 779; 575 S. J. 466; 29 T. L. R. 469 397

Gozney *v.* Bristol, West of England and South Wales Operative Trade and Provident Society, [1909] 1 K. B. 901; 78 L. J. K. B. 616; 100 L. T. 669; 53 S. J. 341; 25 T. L. R. 370 . . 670

Graham, *Ex parte;* R. *v.* Durham County Council, 1912, 106 L. T. 949; 10 L. G. R. 384; 76 J. P. 219; 28 T. L. R. 360 . . . 181

Graham *v.* Barr and Thornton, [1913] S. C. 538; [1913) W. C. & I. Rep. 202 284

Graham *v.* Tanner, [1913] 1 K. B. 17; 82 L. J. K. B. 119; 107 L. T. 681; 77 J. P. 35; 23 Cox C. C. 217; 29 R. P. C. 683; 29 T. L. R. 24 526

Graham-Wigan, *In re*, [1911] 2 Ch. 438; 80 L. J. Ch. 670; 105 L. T. 405 660

Gramophone Co., *In re*, [1910] 2 Ch. 423; 79 L. J. Ch. 658; 103 L. T. 107; 27 R. P. C. 689; 54 S. J. 680; 26 T. L. R. 597 . . 664

Gramophone and Typewriter, Ltd. *v.* Stanley, [1908] 2 K. B. 89; 77 L. J. K. B. 834; 99 L. T. 39; 15 Mans. 251; 24 T. L. R. 480 . 393

Grand Junction Waterworks *v.* Hampton Urban Council, [1898] 2 Ch. 313; 67 L. J. Ch. 603 . 650

Grand Lodge of Freemasons *v.* Commissioners of Inland Revenue, [1912] S. C. 1064 . . 181

Grand Trunk Railway *v.* Att.-Gen. for Canada, [1907] A. C. 65; 76 L. J. P. C. 23; 95 L. T. 631; 23 T. L. R. 40 102

Grand Trunk Railway Co. *v.* Barnett, [1911] A. C. 361; 80 L. J. P. C. 117; 104 L. T. 362; 27 T. L. R. 359 503

Grant, Bulcraig & Co., *In re*, [1906] 1 Ch. 124; 75 L. J. Ch. 106; 93 L. T. 760; 54 W. R. 165; 22 T. L. R. 96 656

Granville *v.* Moore; Bigge, *In re*, [1907] 1 Ch. 714; 76 L. J. Ch. 413; 96 L. T. 903 . . . 19

Gratton *v.* Machen; Towndrow, *In re*, [1911] 1 Ch. 662; 80 L. J. Ch. 378; 104 L. T. 534 . . 31

Gray *v.* Baddeley; Seabrook, *In re*, [1911] 1 Ch. 151; 80 L. J. Ch. 61; 103 L. T. 587 . . 575

Gray *v.* Bell; Nixon, *In re*, [1904] 1 Ch. 638; 73 L. J. Ch. 446 . 338

Gray *v.* Owen, [1910] 1 K. B. 622; 79 L. J. K. B. 389; 102 L. T. 187; 26 T. L. R. 297 . . . 508

Gray *v.* Shotts Iron Co., [1912] S. C. 1267; [1912] W. C. Rep. 359 . 296

Great Britain Mutual Marine Insurance Association, *Ex parte*; Premier Underwriting Association, *In re*, [1913] 2 Ch. 29; 82 L. J. Ch. 383; 108 L. T. 824; 20 Mans. 189; 57 S. J. 594 . 147

Great Central Railway Co. *v.* Balby-with-Hexthorpe Urban District Council, [1912] 2 Ch. 110; 81 L. J. Ch. 596; 106 L. T. 413; 76 J. P. 205; 10 L. G. R. 687; 56 S. J. 343; 28 T. L. R. 268 381

Great Central Rly. *v.* Banbury Union, [1909] A. C. 78; 78 L. J. K. B. 225; 100 L. T. 89; 7 L. G. R. 227; 73 J. P. 59; 53 S. J. 117; 25 T. L. R. 143 . . 158, 598

Great Central Railway *v.* Midland Railway, [1912] 1 Ch. 206; 81 L. J. Ch. 121; 105 L. T. 843; 56 S. J. 160; 28 T. L. R. 133; affirmed in House of Lords, 58 S. J. 65; 30 T. L. R. 33 . . 595

Great Central Rly. *v.* Sheffield Assessment Committee. *See* Great Central Rly. *v.* Banbury Union.

Great Eastern Rly. *v.* Lord's Trustee, [1909] A. C. 109; 78 L. J. K. B. 160; 100 L. T. 130; 16 Mans. 1; 25 T. L. R. 176 . 90

Great Western Rly. *v.* Barry Rly., [1909] 2 K. B. 670; 78 L. J. K. B. 1010; 101 L. T. 448; 13 Rly. & Can. Traff. Cas. 362 . 595

Great Western Rly. Co. *v.* Bennett, 1867, L. R. 2 H. L. 27; 36 L. J. Q. B. 133; 16 L. T. 186; 15 W. R. 647 . . . 421, 488, 593

Great Western Rly. *v.* Carpalla United China Clay Co. (No. 1), [1910] A. C. 83; 79 L. J. Ch. 117; 54 S. J. 151; 101 L. T. 785; 74 J. P. 57; 26 T. L. R. 190 487

Great Western Rly. *v.* Carpalla United China Clay Co. (No. 2), [1910] 2 Ch. 471; 79 L. J. Ch. 55; 101 L. T. 383; 53 S. J. 699 655, 656

Great Western Rly. *v.* Talbot, [1902] 2 Ch. 759; 71 L. J. Ch. 835; 87 L. T. 405; 18 T. L. R. 775; 5 W. R. 312 4

Greaves, *Ex parte*; Renison, *In re*, [1913] 2 K. B. 300; 82 L. J. K. B. 710; 57 S. J. 445 . . 62

Greaves *v.* Whitmarsh, [1906] 2 K. B. 340; 75 L. J. K. B. 633; 95 L. T. 425; 70 J. P. 415; 4 L. G. R. 718 29

Green, *Ex parte;* Hart, *In re*, [1912] 3 K. B. 6; 81 L. J. K. B. 1213; 107 L. T. 368; 19 Mans. 334; 56 S. J. 615; 28 T. L. R 482 73

Green, *In re;* Green *v.* Meinall, [1911] 2 Ch. 275; 80 L. J. Ch. 623; 55 S. J. 552; 27 T. L. R. 490 . . . 476

Green *v.* Brisley; Cozens, *In re,* [1913] 2 Ch. 478; 82 L. J. Ch. 421; 109 L. T. 306; 57 S. J. 687 241

Green *v.* Cammell, Laird & Co., [1913] 3 K. B. 665; 82 L. J. K. B. 1230; 109 L. T. 202; [1913] W. C. & I. Rep. 707; 29 T. L. R. 703 . . . 296, 302

Green *v.* Cross, 1910, 103 L. T. 279; 74 J. P. 357; 26 T. L. R. 507 . 209

Green *v.* Hackney Corporation, [1910] 2 Ch. 105; 80 L. J. Ch. 16; 102 L. T. 722; 74 J. P. 278; 9 L. G. R. 427 . . . 649

Green *v.* Howell, [1910] 1 Ch. 495; 79 L. J. Ch. 549; 102 L. T. 347 524

Green *v.* Newport Union, [1909] A. C. 35; 78 L. J. K. B. 97; 99 L. T. 893; 73 J. P. 17; 7 L. G. R. 258; 25 T. L. R. 67 . . 598

Green's Application, *In re,* [1911] 1 Ch. 754; 80 L. J. Ch. 484; 104 L. T. 629; 28 R. P. C. 423 . . . 529

Greene *v.* Croome, [1908] 1 K. B. 277; 77 L. J. K. B. 68; 98 L. T. 115; 24 T. L. R. 89 . . . 505

Greene *v.* Shaw, [1912] 2 Ir. R. 430; [1912] W. C. Rep. 25 . . 286

Greenlands *v.* Wilmshurst, [1913] 3 K. B. 567; 83 L. J. K. B. 1; 109 L. T. 487; 57 S. J. 740; 29 T. L. R. 685 . . . 92

Greenshields *v.* Stephens, [1908] A. C. 431; 77 L. J. K. B. 985; 99 L. T. 597; 14 Com. Cas. 41; 11 Asp. 167; 24 T. L. R. 880 . . . 57

Greenwich Borough Council *v.* London County Council, 1912, 106 L. T. 887; 76 J. P. 267; 10 L. G. R. 488; 23 Cox C C. 32 . . . 110

Greenwood, *In re;* Greenwood *v.* Sutcliffe, [1912] 1 Ch. 392; 81 L. J. Ch. 298; 106 L. T. 424; 56 S. J. 443 . . . 446

Greenwood *v.* Bennet; Bennet, *In re,* [1913] 2 Ch. 318; 82 L. J. Ch. 506; 109 L. T. 302 . . 467

Gregory *v.* Torquay Corporation, [1912] 1 K. B. 442; 81 L. J. K. B. 385; 105 L. T. 886; 76 J. P. 73; 104 G. R. 179 . . 191

Greig *v.* National Amalgamated Union of Shop Assistants, 1906, 22 T. L. R. 274 . . . 468

Gresley's Settlement, *In re;* Willoughby *v.* Drummond, [1911] 1 Ch. 358; 80 L. J. Ch. 255; 104 L. T. 244 . . . 446

Greville-Smith *v.* Tomlin, [1911] 2 K. B. 9; 80 L. J. K. B. 774; 104 L. T. 816; 75 J. P. 314; 9 L. G. R. 598 . . . 255, 259

Grey *v.* Friar, 1854, 4 H. L. C. 565 . . . 192, 508

Grey *v.* Grey; Bristol Settlement, *In re,* [1897] 1 Ch. 946; 66 L. J. Ch. 446 . . . 576

Greyvenstein *v.* Hattingh, [1911] A. C. 355; 80 L. J. P. C. 158; 104 L. T. 360; 27 T. L. R. 358 . . . 5, 349

Grierson *v.* National Provincial Bank of England, [1913] 2 Ch. 18; 82 L. J. Ch. 481; 108 L. T. 632; 57 S. J. 517; 29 T. L. R. 501 . . . 507

Griessemann *v.* Carr; Mackay, *In re,* [1911] 1 Ch. 300; 80 L. J. Ch. 237; 103 L. T. 755 . . 677

Grieve *v.* Tasker, [1906] A. C. 132; 75 L. J. P. C. 12; 94 L. T. 115 . 583

Griffith *v.* Clay, [1912] 1 Ch. 291; 81 L. J. Ch. 809; 106 L. T. 963 . 460

Griffiths, *In re;* Griffiths *v.* Waghorn, [1911] 1 Ch. 246; 80 L. J. Ch. 176; 104 L. T. 125 . . 307

Griffiths *v.* Atkinson, 1912, 106 L. T. 825; [1912] W. C. Rep. 277 . . . 289

Griffiths *v.* Benn, 1911, 27 T. L. R. 346 . . . 22

Griffiths *v.* Eccles Provident Industrial Co-operative Society. *See* Eccles Provident Industrial Co-operative Society *v.* Griffiths.

Griffiths *v.* Fleming, [1909] 1 K. B. 805; 78 L. J. K. B. 567; 100 L. T. 765; 53 S. J. 340; 25 T. L. R. 377 . . . 458

Griffiths and Millward *v.* Southampton Corporation, 1906, 4 L. G. R. 316; 70 J. P. 179; 22 T. L. R. 301 . . . 672

Grimmett, *Ex parte;* R. *v.* Beesby, [1909] 1 K. B. 849; 78 L. J. K. B. 482; 100 L. T. 486; 73 J. P. 234; 53 S. J. 289; 25 T. L. R. 337 . . . 97, 651

Grimsdick *v.* Sweetman, [1909] 2 K. B. 740; 78 L. J. K. B. 1162; 101 L. T. 278; 73 J. P. 450; 53 S. J. 717; 25 T. L. R. 750 . . . 419, 452, 454

Grimshaw *v.* Parker, [1910] 2 K. B. 161; 79 L. J. K. B. 780; 102 L. T. 825 . . . 192

Grimthorpe, *In re;* Beckett *v.* Grimthorpe, [1908] 2 Ch. 675; 78 L. J. Ch. 20; 99 L. T. 679; 25 T. L. R. 15 . . . 159, 224

Groh *v.* Hesketh, [1908] 1 K. B. 654; 77 L. J. K. B. 481; 98 L. T. 263; 72 J. P. 114; 24 T. L. R. 269 . . . 452

Grosvenor *v.* Butler; Cavendish,

In re, [1912] 1 Ch. 794; 81 L. J. Ch. 400; 106 L. T. 510; 56 S. J. 399 576
Grosvenor Chapel, South Audley Street, *In re*, 1913, 29 T. L. R. 286 609
Grovehurst, The, [1910] P. 316; 79 L. J. P. 124; 103 L. T. 239; 11 Asp. 440 120
Grover *v.* Mathews, [1910] 2 K. B. 401; 79 L. J. K. B. 1025; 102 L. T. 650; 15 Com. Cas. 249; 26 T. L. R. 411 348
Groves *v.* Cheltenham and East Gloucestershire Building Society, [1913] 2 K. B. 100; 82 L. J. K. B. 664; 108 L. T. 846 . . . 506
Groves *v.* Read; Wertheimer, *In re*, 1912, 106 L. T. 590; 28 T. L. R. 337 338
Grundy *v.* Briggs, [1910] 1 Ch. 444; 79 L. J. Ch. 244; 101 L. T. 901; 17 Mans. 30; 54 S. J. 163 . . . . 136, 143
Guest, Keen & Nettlefolds, Ltd. *v.* Fowler, [1910] 1 K. B. 713; 79 L. J. K. B. 563; 102 L. T. 361; 26 T. L. R. 377 395
Gullan *v.* Gullan, [1913] P. 160; 82 L. J. P. 118; 109 L. T. 411 . 469
Gundry *v.* Sainsbury, [1910] 1 K. B. 645; 79 L. J. K. B. 713; 102 L. T. 440; 54 S. J. 327; 26 T. L. R. 321 641
Gustard *v.* Berkeley; Kelly's Settlement Trusts, *In re*, [1910] 1 Ch. 78; 79 L. J. Ch. 60; 101 L. T. 555; 54 S. J. 12 . . . 385
Guthrie *v.* Kinghorn, [1913] S. C. 1155 286
Gutta-Percha and Rubber Manufacturing Co. of Toronto, *In re*, [1909] 2 Ch. 10; 78 L. J. Ch. 427; 100 L. T. 756 . . . 664

H

H.'s Settlement, *In re*; H. *v.* H., [1909] 2 Ch. 260; 78 L. J. Ch. 745 . . . . . . 155, 406
Haas *v.* Atlas Insurance Co., [1913] 2 K. B. 209; 82 L. J. K. B. 506; 108 L. T. 373; [1913] W. C. & I. Rep. 357; 57 S. J. 446; 29 T. L. R. 307 459
Hackney Furnishing Co. *v.* Watts, [1912] 3 K. B. 225; 81 L. J. K. B. 993; 106 L. T. 676; 28 T. L. R. 417 256
Hackney Union *v.* Kingston-upon-Hull Incorporation for the Poor, [1912] A. C. 475; 81 L. J. K. B. 739; 106 L. T. 909; 76 J. P. 361; 10 L. G. R. 409; 56 S. J. 535; 28 T. L. R. 418 . 572
Haddon *v.* Bannerman, [1912] 2 Ch. 602; 81 L. J. Ch. 766; 107 L. T. 373; 29 R. P. C. 611; 56 S. J. 750 249
Hadley, *In re*; Johnson *v.* Hadley, [1909] 1 Ch. 20; 78 L. J. Ch. 254; 100 L. T. 54; 25 T. L. R. 44 225
Hales *v.* Buckley, 1911, 104 L. T. 34; 75 J. P. 214 . . . 331
Hales *v.* Kerr, [1908] 2 K. B. 601; 77 L. J. K. B. 870; 99 L. T. 364; 24 T. L. R. 779 . . . 309
Hall, *Ex parte*; Patrick, *In re*, 1912, 107 L. T. 624; 57 S. J. 9 . 65
Hall, *In re*; Official Receiver, *Ex parte*, [1907] 1 K. B. 875; 76 L. J. K. B. 546; 97 L. T. 33; 14 Mans. 82; 23 T. L. R. 327 . 69
Hall, *In re*; Watson *v.* Hall, 1912, 107 L. T. 196; 56 S. J. 615; 28 T. L. R. 480 498
Hall, *Ex parte*; *In re* Patrick, 1912, 107 L. T. 624; 57 S. J. 9 . . 65
Hall *v.* Burnell, [1911] 2 Ch. 551; 81 L. J. Ch. 46; 105 L. T. 409; 55 S. J. 737 . . . . 645, 683
Hall *v.* Hall, [1911] 1 Ch. 487; 80 L. J. Ch. 340; 104 L. T. 529 . 389, 495
Hall *v.* Hyman, [1912] 2 K. B. 5; 81 L. J. K. B. 509; 106 L. T. 142; 17 Com. Cas. 81; 12 Asp. M. C. 158; 56 S. J. 206; 28 T. L. R. 171 474
Hall *v.* Whiteman, [1912] 1 K. B. 683; 81 L. J. K. B. 660; 105 L. T. 854; 19 Mans. 143; 28 T. L. R. 161 91
Hall's Charity, *In re*, 1911, 10 L. G. R. 11; 76 J. P. 9; 28 T. L. R. 32 383
Halliday *v.* Taffs, [1911] 1 K. B. 594; 80 L. J. K. B. 388; 104 L. T. 188; 11 Asp. M. C. 574; 75 J. P. 165; 27 T. L. R. 186 . 615
Hallman, *In re*; Ellis, *Ex parte*, [1909] 2 K. B. 430; 78 L. J. K. B. 1009; 100 L. T. 861; 16 Mans. 274; 53 S. J. 544; 25 T. L. R. 607 238
Halston, *In re*; Ewen *v.* Halston, [1912] 1 Ch. 435; 81 L. J. Ch. 265; 106 L. T. 182; 56 S. J. 311 . . . . . . 13, 521
Halvorsen *v.* Salvensen, [1912] S. C. 99 285
Hambrough, *In re*; Hambrough *v.* Hambrough, [1909] 2 Ch. 626; 79 L. J. Ch. 19; 101 L. T. 521; 53 S. J. 770 406
Hamel *v.* P. & O. S. N. Co., [1908] 2 K. B. 298; 77 L. J. K. B. 637; 98 L. T. 861; 13 Com. Cas. 270; 11 Asp. 71; 24 T. L. R. 535 . 57
Hamill *v.* Lilley, 1887, 19 Q. B. D. 83 22

Hamilton *v.* Mackie, 1889, 5 T. L. R. 677 89

Hamilton's Trustees *v.* Caledonian Rly. Co., 1905, 7 F. 847 . . 488

Hammersmith and City Rly. Co. *v.* Brand, 1869, L. R. 4 H. L. 171; 38 L. J. Q. B. 265; 21 L. T. 238; 18 W. R. 12 . . 5

Hammond, *In re;* Burniston *v.* White, [1911] 2 Ch. 342; 80 L. J. Ch. 690; 55 S. J. 649; 27 T. L. R. 522 693

Hammond *v.* Eade; Kenward, *In re,* 1906, 94 L. T. 277; 22 T. L. R. 39 79

Hamp-Adams *v.* Hall, [1911] 2 K. B. 942; 80 L. J. K. B. 1341; 105 L. T. 326; 55 S. J. 647; 27 T. L. R. 531 616

Hanau *v.* Ehrlich, [1912] A. C. 39; 81 L. J. K. B. 397; 106 L. T. 1; 56 S. J. 186; 28 T. L. R. 113 . 368

Hanbury's Settled Estates, (No. 1), [1913] 1 Ch. 50; 82 L. J. Ch. 34; 107 L. T. 676; 57 S. J. 61 . 619

Hanbury's Settled Estates, *In re,* [1913] 2 Ch. 357; 82 L. J. Ch. 428; 57 S. J. 646; 29 T. L. R. 621 619

Hankow, The, 1879, 4 P. D. 197; 48 L. J. Adm. 29; 40 L. T. 335; 4 Asp. M. C. 97 567

Hanmer, In the Goods of; Dobie *v.* Edwards, 1911, 80 L. J. P. 119; 55 S. J. 537; 27 T. L. R. 464 . 576

Hanrahan *v.* Leigh-on-Sea Urban Council, [1909] 2 K. B. 257; 78 L. J. K. B. 725; 101 L. T. 192; 73 J. P. 308; 7 L. G. R. 644; 53 S. J. 502; 25 T. L. R. 540 . 505

Harding *v.* Brynddu Colliery Co., [1911] 2 K. B. 747; 80 L. J. K. B. 1052; 105 L. T. 55; 55 S. J. 599; 27 T. L. R. 500 . 287, 288

Hardman, *Ex parte;* R. *v.* Allen, [1912] 1 K. B. 365; 81 L. J. K. B. 258; 106 L. T. 101; 76 J. P. 95; 22 Cox C. C. 669; 28 T. L. R. 145 188

Hardy, *Ex parte;* R. *v.* Bros, [1911] 1 K. B. 159; 80 L. J. K. B. 147; 103 L. T. 728; 74 J. P. 483; 55 S. J. 47; 27 T. L. R. 41 . . 242

Hardy's Crown Brewery, *In re,* 1911, 103 L. T. 520 . . . 454

Hardy's Crown Brewery, Ltd., *In re,* [1910] 2 K. B. 257; 79 L. J. K. B. 806; 104 L. T. 799; 54 S. J. 457; 26 T. L. R. 404 . . 454

Hares *v.* Curtin, [1913] 2 K. B. 328; 82 L. J. K. B. 707; 108 L. T. 974; 23 Cox C. C. 411 . 269

Hargreave *v.* Haughhead Coal Co., [1912] A. C. 319; 81 L. J. P. C. 167; 106 L. T. 468; 56 S. J. 379; [1912] W. C. Rep. 275 . 283

Harper *v.* Vigers, [1909] 2 K. B. 549; 78 L. J. K. B. 867; 100 L. T. 887; 14 Com. Cas. 213; 11 Asp. 275; 53 S. J. 780; 25 T. L. R. 627 . . 95, 109, 580

Harper's Ticket Issuing and Recording Machine Co., *In re,* 1912, 57 S. J. 78; 29 T. L. R. 63 . 135

Harriman *v.* Harriman, [1909] P. 123; 78 L. J. P. 62; 100 L. T. 557; 73 J. P. 193; 53 S. J. 265; 25 T. L. R. 291 . . . 246, 260

Harrington, *In re;* Wilder *v.* Turner, [1908] 2 Ch. 687; 78 L. J. Ch. 27; 99 L. T. 723; 72 J. P. 501; 25 T. L. R. 3 . 9

Harrington's Settled Estates, *In re,* 1906, 75 L. J. Ch. 460; 94 L. T. 623 458

Harris, *In re;* Harris *v.* Harris, [1912] 2 Ch. 241; 81 L. J. Ch. 512; 106 L. T. 755 . 308, 477, 673

Harris *v.* Chesterfield, [1911] A. C. 623; 80 L. J. Ch. 626; 105 L. T. 453; 55 S. J. 686; 27 T. L. R. 548. . . . 567, 577, 586

Harris *v.* Poyner, 1852, 1 Drew 174 . . . . . . 448, 692

Harrison *v.* Bull, [1912] 1 K. B. 612; 81 L. J. K. B. 656; 106 L. T. 396; 56 S. J. 292; 28 T. L. R. 223 . . . 105, 191

Harrison *v.* Harrison, [1910] 1 K. B. 35; 79 L. J. K. B. 133; 101 L. T. 638; 26 T. L. R. 29 . . 590

Harrison *v.* Taylor, 1859, 4 H. & N. 815; 29 L. J. Ex. 3 . . 248

Harrowing Steamship Co. *v.* Thomas, [1913] 2 K. B. 171; 82 L. J. K. B. 636; 108 L. T. 622; 18 Com. Cas. 197; 57 S. J. 426; 29 T. L. R. 365 369

Hart, *In re;* Green, *Ex parte,* [1912] 3 K. B. 6; 81 L. J. K. B. 1213; 107 L. T. 368; 19 Mans. 334; 56 S. J. 615; 28 T. L. R. 482 73

Hart *v.* Marylebone Borough Council, 1912, 76 J. P. 257; 10 L. G. R. 502 488

Hartland, *In re;* Banks *v.* Hartland, [1911] 1 Ch. 459; 80 L. J. Ch. 305; 104 L. T. 490; 55 S. J. 312 . . . . . . 225, 576

Hartley *v.* Rochdale Corporation, [1908] 2 K. B. 599; 77 L. J. K. B. 594; 99 L. T. 275; 72 J. P. 343; 6 L. G. R. 858; 24 T. L. R. 625 348

Hartshorn *v.* Coppice Colliery Co., 1912, 106 L. T. 609; [1912] W. C. Rep. 255 305

Harvey *v.* Busby, 1906, 95 L. T. 91; 4 L. G. R. 693; 70 J. P. 301 . 266

Harwood *v.* Wyken Colliery Co., [1913] 2 K. B. 158; 82 L. J. K. B. 414; 108 L. T. 282; [1913]

W. C. & I. Rep. 317; 57 S. J. 300; 29 T. L. R. 290 287
Haskell Golf Ball Co. *v.* Hutchinson, [1906] 1 Ch. 518; 75 L. J. Ch. 270; 94 L. T. 731; 54 W. R. 330 528
Hastings *v.* Pearson, [1893] 1 Q. B. 62; 62 L. J. Q. B. 75; 67 L. T. 553; 41 W. R. 127 579
Hatschek's Patent, *In re*, [1909] 2 Ch. 68; 78 L. J. Ch. 402; 100 L. T. 809; 25 T. L. R. 457 530
Havercroft *v.* Dewey, 1913, 108 L. T. 296; 77 J. P. 115; 11 L. G. R. 28; 2 Smith, 393; 29 T. L. R. 62 367
Haviside, *Ex parte*; Button, *In re*, [1907] 3 K. B. 180; 76 L. J. K. B. 833; 97 L. T. 71; 14 Mans. 180; 23 T. L. R. 422 71
Hawke, The, 1912, 28 T. L. R. 319 21
Hawke, The, [1913] P. 214; 29 T. L. R. 441 120
Hawke *v.* Hulton, [1909] 2 K. B. 93; 78 L. J. K. B. 633; 100 L. T. 905; 73 J. P. 295; 16 Mans. 164; 22 Cox. C. C. 122; 25 T. L. R. 474 360, 466
Hawkins, *In re*; Walrond *v.* Newton, 1906, 22 T. L. R. 521 106
Hawkins *v.* Powell's Tillery Steam Coal Co., [1911] 1 K. B. 988; 80 L. J. K. B. 769; 104 L. T. 365; 55 S. J. 329; 27 T. L. R. 282 283
Haworth *v.* Pilbrow, 1912, 28 T. L. R. 143 20
Hawthorne, *In re*, 1883, 23 Ch. D. 743; 52 L. J. Ch. 750; 48 L. T. 701; 32 W. R. 147 673
Haydon *v.* Haydon, [1911] 2 K. B. 191; 80 L. J. K. B. 672; 104 L. T. 477; 27 T. L. R. 321 237
Hayes *v.* Willis, 1906, 75 L. J. P. 86 584
Hayes (Rector) *v.* Fulford, [1910] P. 18; 26 T. L. R. 89 123
Haygarth, *In re*; Wickham *v.* Holmes, [1912] 1 Ch. 510; 81 L. J. Ch. 255; 106 L. T. 93; 56 S. J. 239 548
Haylett *v.* Thompson, [1911] 1 K. B. 311; 80 L. J. K. B. 267; 103 L. T. 509; 74 J. P. 480; 11 Asp. 512 685
Haylett *v.* Vigor, [1908] 2 K. B. 837; 77 L. J. K. B. 1132; 29 T. L. R. 855 280
Haynes, *In re*; Haynes *v.* Carter, 1906, 94 L. T. 431 531
Haynes *v.* Ford, [1911] 1 Ch. 237; 80 L. J. Ch. 490; 104 L. T. 696; 75 J. P. 401; 9 L. G. R. 702; 27 T. L. R. 416 475
Hayward *v.* Att.-Gen.; Waring, *In re*, [1907] 1 Ch. 166; 76 L. J. Ch. 49; 95 L. T. 859 107
Hazeldine's Trusts, *In re*, [1908] 1 Ch. 34; 77 L. J. Ch. 97; 97 L. T. 818 461, 462, 496
Hazelmere, The, [1911] P. 69; 80 L. J. P. 25; 103 L. T. 890; 11 Asp. 536 119
Healey *v.* Wright, [1912] 2 K. B. 249; 81 L. J. K. B. 961; 107 L. T. 413; 76 J. P. 367; 23 Cox C. C. 173; 28 L. T. R. 439 9
Heard *v.* Pickthorne, [1913] 3 K. B. 299; 82 L. J. K. B. 1264; 108 L. T. 818; [1913] W. C. & I. Rep. 685; 11 L. G. R. 621; 29 T. L. R. 497 410
Heath, *In re*; Heath *v.* Widgeon, [1907] 2 Ch. 270; 76 L. J. Ch. 450; 97 L. T. 41 259
Heathcote, In the goods of, [1913] P. 42; 82 L. J. P. 40; 108 L. T. 122; 57 S. J. 266; 29 T. L. R. 268 335, 585
Heather, *In re*; Pumfrey *v.* Fryer, [1906] 2 Ch. 230; 75 L. J. Ch. 568; 95 L. T. 352 5
Heaton *v.* Goldney, [1910] 1 K. B. 754; 79 L. J. K. B. 541; 102 L. T. 541; 54 S. J. 391; 26 T. L. R. 383 412
Heaver, *Ex parte*; R. *v.* Cheshire JJ., 1913, 108 L. T. 374; 77 J. P. 33; 29 T. L. R. 23 452
Heerman, In the Goods of, [1910] P. 357; 80 L. J. P. 7; 103 L. T. 816; 55 S. J. 30; 27 T. L. R. 51 585
Heilbut *v.* Buckleton, [1913] A. C. 30; 82 L. J. K. B. 245; 107 L. T. 769 115
Helliwell *v.* Haskins, 1911, 105 L. T. 438; 9 L. G. R. 1060; 75 J. P. 435; 22 Cox C. C. 603; 27 T. L. R. 463 484
Hellwig *v.* Mitchell, [1910] 1 K. B. 609; 79 L. J. K. B. 270; 102 L. T. 110; 26 T. L. R. 244 243
Helsby, *In re*, 1893, 63 L. J. Q. B. 261; 69 L. T. 864; 1 Mans. 12 64, 390
Hemchand Devchand *v.* Azam Sakarlal Chhotamlal, [1906] A. C. 212; L. R. 33 Ind. App. 1 398
Henderson's Nigel Co., *In re*, 1911, 105 L. T. 370 149
Hendry *v.* United Collieries, Ltd., [1910] S. C. 709 284
Henneberry *v.* Doyle, [1912] 2 Ir. R. 529; [1912] W. C. Rep. 14 276
Henry *v.* Hammond, [1913] 2 K. B. 515; 82 L. J. K. B. 575; 108 L. T. 729; 57 S. J. 358; 29 T. L. R. 340 463, 677
Henson, *In re*; Chester *v.* Henson, [1908] 2 Ch. 356; 77 L. J. Ch. 598; 99 L. T. 336 337, 682
Herbert *v.* Herbert, [1912] 2 Ch. 268; 81 L. J. Ch. 733; 107 L. T. 491 524

Herbert *v.* Royal Society of Medicine, 1911, 56 S. J. 107 . 630

Herd *v.* Weardale Steel, Coal, and Coke Co., [1913] 3 K. B. 771; 82 L. J. K. B. 1354; 109 L. T. 457 345

Hero, The, [1911] P. 128; 80 L. J. P. 66; 105 L. T. 87; 27 T. L. R. 398; affirmed in H. L., [1912] A. C. 300; 81 L. J. P. 27; 106 L. T. 82; 12 Asp. M. C. 108; 56 S. J. 269; 28 T. L. R. 216 . 121

Hertfordshire County Council *v.* Great Eastern Rly., [1909] 2 K. B. 403; 78 L. J. K. B. 1076; 101 L. T. 213; 73 J. P. 353; 7 L. G. R. 1006; 53 S. J. 575; 25 T. L. R. 573 593

Hervey *v.* Wynn, 1905, 22 T. L. R. 93 462

Hesketh, *Ex parte;* Southport & Lytham Tramroad Act, 1900, *In re,* [1911] 1 Ch. 121; 80 L. J. Ch. 137; 104 L. T. 154 . . 523

Hewett *v.* Hattersley, [1912] 3 K. B. 35; 81 L. J. K. B. 878; 107 L. T. 228; 76 J. P. 369; 10 L. G. R. 620; 23 Cox C. C. 121; 28 T. L. R. 433 350

Hewison *v.* Ricketts, 1894, 63 L. J. Q. B. 711; 71 L. T. 191 . . 385

Hewitt *v.* Jeans; Macnamara, *In re,* 1911, 104 L. T. 771; 55 S. J. 499 . . . . . . 154, 568

Hewitt *v.* *S.S. Duchess* (Owners). *See* Fletcher *v.* *S.S. Duchess* (Owners).

Hewitt *v.* Stanley, 1913, 109 L. T. 384; [1913] W. C. & I. Rep. 495 287

Hewson *v.* Shelley, [1913] 2 Ch. 384; 82 L. J. Ch. 551; 57 S. J. 717; 29 T. L. R. 699 . . . 336, 584

Hibernian, The, [1907] P. 277; 76 L. J. P. 122; 97 L. T. 363; 10 Asp. 501; 23 T. L. R. 519 . 90, 369

Hickman *v.* Roberts, [1913] A. C. 229; 82 L. J. K. B. 678; 108 L. T. 436 (*n*) 26

Higgins *v.* King's Proctor, [1910] P. 151; 79 L. J. P. 37; 102 L. T. 259; 54 S. J. 405; 26 T. L. R. 303 186

Higgins *v.* Poulson, [1912] 2 K. B. 292; 81 L. J. K. B. 690; 106 L. T. 518; 28 T. L. R. 323; [1912] W. C. Rep. 244 . . 292

Higgins *v.* Searle, 1908, 100 L. T. 280; 73 J. P. 185; 7 L. G. R. 640; 25 T. L. R. 301 . . . 17

Higgs and Hill *v.* Unicume, [1913] 1 K. B. 595; 82 L. J. K. B. 369; [1913] W. C. & I. Rep. 263; 108 L. T. 169 . . . . . 282, 296

Highland Loch, The, [1911] P. 261; [1912] A. C. 312; 81 L. J. P. 30; 106 L. T. 81; 12 Asp. M. C. 106; 28 T. L. R. 213 118

Hill *v.* Begg, [1908] 2 K. B. 802; 77 L. J. K. B. 1074; 99 L. T. 104; 24 T. L. R. 711 277

Hill *v.* Fladgate; Page, *In re,* [1910] 1 Ch. 489; 79 L. J. Ch. 482; 102 L. T. 388; 54 S. J. 305 2, 21, 415, 651

Hill *v.* Gregory, [1912] 2 K. B. 61; 81 L. J. K. B. 730; 106 L. T. 603; 6 Tax. Cas. 39 . . . 393

Hill *v.* Mathie; Whitfield, *In re,* [1911] 1 Ch. 310; 80 L. J. Ch. 263; 103 L. T. 878; 55 S. J. 237; 27 T. L. R. 203 475

Hill *v.* Phœnix Veterinary Supplies, Ltd., [1911] 2 K. B. 217; 80 L. J. K. B. 669; 105 L. T. 73; 75 J. P. 321; 22 Cox C. C. 508; 9 L. G. R. 731 346

Hill *v.* Withall; Rawlinson, *In re,* [1909] 2 Ch. 36; 78 L. J. Ch. 443 532

Hillyer *v.* St. Bartholomew's Hospital (Governors), [1909] 2 K. B. 820; 78 L. J. K. B. 958; 101 L. T. 368; 73 J. P. 501; 53 S. J. 714; 25 T. L. R. 762 . . 504

Hilton, *In re;* Gibbes *v.* Hale-Hilton, [1909] 2 Ch. 548; 79 L. J. Ch. 7; 101 L. T. 229; 17 Mans. 19 . . . . . . 158, 675

Hinde *v.* Evans, 1907, 96 L. T. 20; 4 L. G. R. 1152; 70 J. P. 548; 21 Cox C. C. 331 385

Hingeston *v.* Sidney; Sidney, *In re,* [1908] 1 Ch. 488; 77 L. J. Ch. 296; 98 L. T. 625; 24 T. L. R. 296 . 106

Hiramchand Punamchand *v.* Temple, [1911] 2 K. B. 330; 80 L. J. K. B. 1155; 55 S. J. 519; 27 T. L. R. 430 . . 4, 156, 530

Hirst & Capes, *In re.* *See* Hirst *v.* Fox.

Hirst *v.* Fox, [1908] A. C. 416; 77 L. J. K. B. 938; 99 L. T. 631 642

Histed *v.* Belfast University; Magrath, *In re,* [1913] 2 Ch. 331; 82 L. J. Ch. 532; 108 L. T. 1015; 29 T. L. R. 622 . . . 107

Hoare *v.* Kingsbury Urban Council, [1912] 2 Ch. 452; 81 L. J. Ch. 666; 107 L. T. 492; 76 J. P. 401; 10 L. G. R. 829; 56 S. J. 704 . 156

Hobart *v.* Southend Corporation, 1906, 75 L. J. K. B. 305; 94 L. T. 337; 54 W. R. 454; 70 J. P. 192; 4 L. G. R. 757; 22 T. L. R. 307, 530 348

Hobbs *v.* Winchester Corporation, [1910] 2 K. B. 271; 79 L. J. K. B. 1123; 102 L. T. 841; 74 J. P. 413; 8 L. G. R. 1072; 26 T. L. R. 557 350

Hoddell *v.* Barker, [1910] 2 K. B. 323; 79 L. J. K. B. 759; 103 L. T. 42; 74 J. P. 315; 8 L. G. R. 690 662

Hodgson, *In re;* Weston *v.* Hodgson, [1913] 1 Ch. 34; 82 L. J.

Ch. 31; 107 L. T. 607; 57 S. J. 112 576

Hodgson *v.* Macpherson, [1913] S. C. (J) 68 86

Hodgson *v.* West Stanley Colliery, [1910] A. C. 229; 79 L. J. K. B. 356; 102 L. T. 194; 54 S. J. 403; 26 T. L. R. 333 . . . 281, 292

Hodgson Roberts *v.* Hodgson Roberts, [1906] P. 142; 75 L. J. P. 48; 94 L. T. 621; 22 T. L. R. 395 622

Hodgson's Settled Estates, *In re;* Altamount *v.* Forsyth, [1912] 1 Ch. 784; 81 L. J. Ch. 376; 106 L. T. 456 620

Hodson, *Ex parte*; R. *v.* Beesly (or Birmingham Licensing JJ.), [1913] 3 K. B. 583; 82 L. J. K. B. 23; 77 J. P. 19; 29 T. L. R. 9 455

Hoffe's Estate Act, 1855, *In re*, 1900, 82 L. T. 556 30

Hoffmann *v.* Boynton, Ltd.; Boynton, Ltd., *In re*, [1910] 1 Ch. 519; 79 L. J. Ch. 247; 102 L. T. 273; 17 Mans. 36; 54 S. J. 308; 26 T. L. R. 294 . . 235, 600, 601

Hohenzollern, The, [1906] P. 339; 76 L. J. P. 17; 95 L. T. 585; 10 Asp. 296 23

Holland *v.* Manchester and Liverpool District Banking Co., 1909, 14 Com. Cas. 241; 25 T. L. R. 386 58

Holland *v.* Peacock, [1912] 1 K. B. 154; 81 L. J. K. B. 256; 105 L. T. 957; 76 J. P. 68; 10 L. G. R. 123 . . . 572, 654

Hollidge, *Ex parte;* R. *v.* Ryles, 1913, 108 L. T. 270; 77 J. P. 40; 23 Cox C. C. 314 410

Hollidge *v.* Rinslip-Northwood Urban Council, 77 J. P. 126 . 653

Hollingworth *v.* Davy; Davy, *In re*, [1908] 1 Ch. 61; 77 L. J. Ch. 67; 97 L. T. 654 . . . 385, 677

Hollinshead *v.* Egan, [1913] A. C. 564; 82 L. J. P. C. 74; 57 S. J. 661; 29 T. L. R. 640 . . . 71

Holloway, *Ex parte ;* R. *v.* Metropolitan Police Commissioner, [1911] 2 K. B. 1131; 81 L. J. K. B. 205; 105 L. T. 532; 75 J. P. 490; 55 S. J. 773; 27 T. L. R. 573 101

Holloway *v.* Crow, [1911] 1 K. B. 636; 80 L. J. K. B. 153; 104 L. T. 73; 75 J. P. 77; 9 L. G. R. 89; 27 T. L. R. 140 268

Holme *v.* Fieldsend, 1911, 55 S. J. 552 602

Holmes, *Ex parte;* Rushforth, *In re*, 1906, 95 L. T. 807; 14 Mans. 135; 23 T. L. R. 41 77

Holmes, *In re;* Ashworth, *Ex parte*, [1908] 2 K. B. 812; 77 L. J. K. B. 1129; 15 Mans. 331 . . . 74

Holmes *v.* Holmes; Moon, *In re*, [1907] 2 Ch. 304; 76 L. J. Ch. 535; 97 L. T. 748 . . . 29

Holsworthy Urban Council *v.* Holsworthy Rural Council, [1907] 2 Ch. 62; 76 L. J. Ch. 389; 97 L. T. 634; 71 J. P. 330; 5 L. G. R. 791; 23 T. L. R. 452 . . 153

Home and Foreign Investment and Agency Corporation, *In re*, [1912] 1 Ch. 72; 81 L. J. Ch. 364; 106 L. T. 259; 19 Mans. 188; 56 S. J. 124 . . . 146

Homer *v.* Gough, [1912] 2 K. B. 303; 81 L. J. K. B. 261; 105 L. T. 732; [1912] W. C. Rep. 30. 300

Honour, *Ex parte;* Peel, *In re*, 1913, 57 S. J. 730 74

Hood *v.* Mackinnon, [1909] 1 Ch. 476; 78 L. J. Ch. 300; 100 L. T. 330; 53 S. J. 269; 25 T. L. R. 290 489

Hooker *v.* Gray, 1907, 96 L. T. 706; 71 J. P. 337; 21 Cox C. C. 437; 23 T. L. R. 472 264

Hookham *v.* Mayle, 1906, 22 T. L. R. 241 4

Hope *v.* Cowan, [1913] 2 Ch. 312; 82 L. J. Ch. 439; 108 L. T. 945; 57 S. J. 559; 29 T. L. R. 520 . 349

Hope *v.* Freeman; Freeman, *In re*, [1910] 1 Ch. 681; 79 L. J. Ch. 678; 102 L. T. 516; 54 S. J. 443 446

Hope *v.* Osborne, [1913] 2 Ch. 349; 82 L. J. Ch. 457; 109 L. T. 41; 77 J. P. 317; 11 L. G. R. 825; 57 S. J. 702; 29 T. L. R. 406 . 122

Hopkins *v.* Hills, [1910] 2 K. B. 29; 79 L. J. K. B. 825; 102 L. T. 574; 74 J. P. 213; 26 T. L. R. 394 490

Hopkinson *v.* Richardson, [1913] 1 Ch. 286; 82 L. J. Ch. 211; 108 L. T. 501; 57 S. J. 265 . 158, 524, 676

Hopkinson *v.* Rolt, 1861, 9 H. L. C. 514; 34 L. J. Ch. 468; 5 L. T. 90; 7 Jur. N. S. 1209; 9 W. R. 900 495

Hopper Barge W. H. No. 1, The, and *Knight Errant, The*, [1910] P. 199; 79 L. J. P. 61; 102 L. T. 643; [1911] A. C. 30; 80 L. J. P. 22; 103 L. T. 677; 11 Asp. 497 661

Hopper No. 66, The. See *Steam Hopper No. 66, The.*

Hopwood *v.* Olive, 1910, 102 L. T. 790 288

Horn *v.* Admiralty Commissioners, [1911] 1 K. B. 24; 80 L. J. K. B. 278; 103 L. T. 614; 27 T. L. R. 84 301

Horn *v.* Beard, [1912] 2 K. B. 181; 81 L. J. K. B. 935; 107 L. T. 87 56

Horncastle *v.* Equitable Life Assur-

ance Society of U.S.A., 1906, 22 T. L. R. 735 459
Horsfall, *In re;* Huddleston *v.* Crofton, [1911] 2 Ch. 63; 80 L. J. Ch. 480; 104 L. T. 590 . 601
Horsnail, *In re;* Womersley *v.* Horsnail, [1909] 1 Ch. 631; 78 L. J. Ch. 331; 100 L. T. 603 . 682
Horton *v.* Colwyn Bay and Colwyn Urban District Council, [1908] 1 K. B. 327; 77 L. J. K. B. 215; 98 L. T. 547; 72 J. P. 57; 6 L. G. R. 211; 24 T. L. R. 220 . 153
Horton *v.* Mead, [1913] 1 K. B. 154; 82 L. J. K. B. 200; 108 L. T. 156; 77 J. P. 129; 23 Cox C. C. 279 681
Horton *v.* Penn, [1907] 1 K. B. 561; 76 L. J. K. B. 340; 96 L. T. 228; 71 J. P. 115; 23. L. T R. 290 . 453
Hosegood *v.* Wilson, [1911] 1 K. B. 30; 80 L. J. K. B. 519; 103 L. T. 616; 27 T. L. R. 88 . . 297
Hoskins *v.* Lancaster, 1910, 26 T. L. R. 612 286
Houghton *v.* Buxton, 1907, 24 T. L. R. 200 94
Houghton *v.* Fear, [1913] 2 K. B. 343; 82 L. J. K. 650; 109 L. T. 177; 11 L. G. R. 731; 29 T. L. R. 410 111
Houghton *v.* Pilkington, [1912] 3 K. B. 308; 82 L. J. K. B. 79; 107 L. T. 235; 56 S. J. 633; 28 T. L. R. 492 478
House Property Co. of London *v.* Whiteman, [1913] 2 K. B. 382; 82 L. J. K. B. 887; 109 L. T. 43; 77 J. P. 319 . . . . 258, 574
House Property and Investment Co., *In re,* 1912, 106 L. T. 949; 56 S. J. 505 131
Howard Street Congregational Chapel, *In re,* [1913] 2 Ch. 690; 58 S. J. 68; 30 T. L. R. 16 . . 99
Howarth, *Ex parte;* R. *v.* Templar, [1912] 2 K. B. 444; 81 L. J. K. B. 805; 106 L. T. 855; 56 S. J. 501; 28 T. L. R. 410; [1912] W. C. Rep. 209 . . 303
Howarth, *In re;* Howarth *v.* Makinson, [1909] 2 Ch. 19; 78 L. J. Ch. 687; 100 L. T. 865; 53 S. J. 519 19
Howarth *v.* Knowles, [1913] 3 K. B. 675; 82 L. J. K. B. 1325; 109 L. T. 278, [1913] W. C. & I. Rep. 746; 57 S. J. 728; 29 T. L. R. 728 301
Howarth *v.* Samuelson, 1911, 104 L. T. 907 306
Howatson *v.* Webb, [1908] 1 Ch. 1; 77 L. J. Ch. 32; 97 L. T. 730 . 243, 489
Howe *v.* Botwood, [1913] 2 K. B. 387; 82 L. J. K. B. 569; 108 L. T. 767; 29 T. L. R. 437 . 29
Howe *v.* Dartmouth, 1802, 7 Ves. 137 . . . . . . 448, 692
Howe *v.* Fernhill Collieries, 1912, 107 L. T. 508; [1912] W. C. Rep. 408 287
Howe *v.* Newington JJ., [1908] 1 K. B. 260; 77 L. J. K. B. 263; 98 L. T. 79; 72 J. P. 12; 24 T. L. R. 174 452
Howe *v.* Smith, 1884, 27 Ch. D. 89; 53 L. J. Ch. 1055; 50 L. T. 573; 32 W. R. 802; 48 J. P. 773 . 645, 683
Howell *v.* Bradford, 1911, 104 L. T. 433 290
Howes *v.* Bishop, [1909] 2 K. B. 390; 78 L. J. K. B. 796; 100 L. T. 826; 25 T. L. R. 533 . 375, 389, 689
Howley Park Coal and Cannel Co. *v.* London and North Western Railway, [1913], A. C. 11; 82 L. J. Ch. 76; 107 L. T. 625; 57 S. J. 42; 29 T. L. R. 35 . 421, 488, 593
Hoyes *v.* Tate, [1907] 1 K. B. 656; 76 L. J. K. B. 408; 96 L. T. 419; 23 T. L. R. 291 185
Hoyles, *In re;* Row *v.* Jagg, [1911] 1 Ch. 179; 80 L. J. Ch. 274; 103 L. T. 817; 27 T. L. R. 131 . 105
Hoyles, *In re;* Row *v.* Jagg (No. 2), [1912] 1 Ch. 67; 81 L. J. Ch. 163; 105 L. T. 663; 56 S. J. 110 675
Hubbock, *In re,* [1896] 1 Ch. 754; 65 L. J. Ch. 271; 72 L. T. 738; 44 W. R. 289 183
Huddleston *v.* Crofton; Horsfall, *In re,* [1911] 2 Ch. 63; 80 L. J. Ch. 480; 104 L. T. 590 . . 601
Hudson, *In re;* Cassels *v.* Hudson [1908] 1 Ch. 655; 77 L. J. Ch. 305; 98 L. T. 567; 24 T. L. R. 333 159
Hudson, *In re;* Spencer *v.* Turner, [1911] 1 Ch. 206; 80 L. J. Ch. 129; 103 L. T. 718 . . . 225
Hudson *v.* Carmichael, 1854, Kay 613; 23 L. J. Ch. 893; 18 Jur. 851 . . . . . . 389, 495
Hudson *v.* Gribble, [1903] 1 Ch. 517; 88 L. T. 186; 51 W. R. 457; 67 J. P. 85; 1 L. G. R. 292 . . 396
Hudson *v.* Hudson, 1875, 1 P. D. 65; 45 L. J. P. 39; 33 L. T. 788; 24 W. R. 282 416
Hudson *v.* Rhodes, [1909] 1 K. B. 85; 78 L. J. K. B. 128; 99 L. T. 967; 73 J. P. 66; 7 L. G. R. 159 . 599
Hudson *v.* Spencer, [1910] 2 Ch. 285; 79 L. J. Ch. 506; 103 L. T. 276; 54 S. J. 601 . . . 447
Huggett *v.* Miers, [1908] 2 K. B. 278; 77 L. J. K. B. 710; 99 L. T. 326; 24 T. L. R. 582 . 503
Hughes, *In re;* Ellis *v.* Hughes, [1913] 2 Ch. 491; 83 L. J. Ch. 31; 109 L. T. 509 . . . 418

Hughes & Co., *In re*, [1911] 1 Ch. 342; 80 L. J. Ch. 262; 104 L. T. 410 525

Hughes *v.* Britannia Permanent Building Society, [1906] 2 Ch. 607; 75 L. J. Ch. 739; 95 L. T. 327; 22 T. L. R. 806 . . . 495

Hughes *v.* Oxenham, [1913] 1 Ch. 254; 82 L. J. Ch. 155; 108 L. T. 316 617

Hulbert *v.* Dale, [1909] 2 Ch. 570; 79 L. J. Ch. 48; 101 L. T. 504 268

Hulse *v.* Hulse, 1911, 103 L. T. 804 622

Hulton *v.* Jones, [1910] A. C. 20; 79 L. J. K. B. 198; 101 L. T. 831; 54 S. J. 116; 26 T. L. R. 128 243

Hume, *In re;* Public Trustee *v.* Mabey, [1912] 1 Ch. 693; 81 L. J. Ch. 382; 108 L. T. 335; 56 S. J. 414 548

Humphries *v.* Humphries, [1910] 2 K. B. 531; 79 L. J. K. B. 919; 103 L. T. 14 308

Hunloke's Settled Estates, *In re*, [1902] 1 Ch. 941; 71 L. J. Ch. 530; 86 L. T. 829 619

Hunt, *In re;* Silicate Paint Co. *v.* Hunt, [1906] 2 Ch. 295; 75 L. J. Ch. 801; 95 L. T. 600 . . . 29

Hunt's Settled Estates, *In re;* Bulteel *v.* Lawdeshayne, [1905] 2 Ch. 418; 74 L. J. Ch. 759; [1906] 2 Ch. 11; 75 L. J. Ch. 496 . 620

Hunt *v.* Ehrmann, [1910] 2 Ch. 205; 79 L. J. Ch. 533; 103 L. T. 91; 27 R. P. C. 512 665

Hunt *v.* Star Newspaper Co., [1908] 2 K. B. 309; 77 L. J. K. B. 732; 98 L. T. 629; 24 T. L. R. 452 . . . . . . 345, 416

Hunter *v.* Brown, [1912] S. C. 996; [1912] W. C. Rep. 318 . . . 303

Hunter & Hewlett's Contract, *In re*, [1907] 1 Ch. 46; 76 L. J. Ch. 26; 95 L. T. 674 619

Hunting *v.* Matthews, [1913] 108 L. T. 1019; 77 J. P. 331; 11 L. G. R. 723; 29 T. L. R. 487 . 112

Hurlbatt, *In re;* Hurlbatt *v.* Hurlbatt, [1910] 2 Ch. 553; 80 L. J. Ch. 29; 103 L. T. 585 . . 690, 691

Hurst and Middleton, *In re;* Middleton *v.* Hurst and Middleton, [1912] 2 Ch. 520; 82 L. J. Ch. 114; 107 L. T. 502; 56 S. J. 652; 28 T. L. R. 500 641

Hutcheson *v.* Eaton, 1884, 13 Q. B. D. 861; 51 L. T. 846 . . . 26

Hutchins *v.* Royal Insurance Corporation, [1911] 2 K. B. 398; 80 L. J. K. B. 1169; 105 L. T. 6; 16 Com. Cas. 242; 12 Asp. M. C. 21; 27 T. L. R. 482 . . . 474

Hutton *v.* Ras Steam Shipping Co., [1907] 1 K. B. 834; 76 L. J. K. B. 562; 96 L. T. 515; 12 Com. Cas. 231; 10 Asp. 386; 23 T. L. R. 295 622

Hyams *v.* Coombs, 1912, 28 T. L. R. 413 373

Hyams *v.* Stuart King, [1908] 2 K. B. 696; 77 L. J. K. B. 794; 99 L. T. 424; 24 T. L. R. 657 . . . 155, 372, 373, 473

Hyatt, *In re*, 1888, 38 Ch. D. 609 338

Hyman *v.* Rose, [1912] A. C. 623; 81 L. J. K. B. 1062; 106 L. T. 907; 56 S. J. 535; 28 T. L. R. 432 420

I

Ideal Bedding Co. *v.* Holland, [1907] 2 Ch. 157; 76 L. J. Ch. 411; 96 L. T. 774; 14 Mans. 113; 23 T. L. R. 467 . 308, 334, 368

Ind, Coope & Co., Ltd., *In re;* Fisher *v.* Ind, Coope & Co., Ltd., [1911] 2 Ch. 223; 80 L. J. Ch. 661; 105 L. T. 356; 55 S. J. 600 . . . . . . 230, 418

Ind *v.* Fraser; Fraser Settlement, *In re*, [1913] 2 Ch. 224; 82 L. J. Ch. 406; 108 L. T. 960; 57 S. J. 462 621

Inglis *v.* Gillins; Gillins, *In re*, [1909] 1 Ch. 345; 78 L. J. Ch. 244; 100 L. T. 226; 16 Mans. 74 690

Inglis *v.* Whiteford; Whiteford, *In re*, [1903] 1 Ch. 889; 72 L. J. Ch. 540; 51 W. R. 491 . 385, 677

Ingram *v.* Services Maritimes du Tréport, [1913] 1 K. B. 538; 82 L. J. K. B. 374; 108 L. T. 304; 18 Com. Cas. 109; 57 S. J. 375; 29 T. L. R. 274; reversed, P. A. 58 S. J. 172; 30 T. L. R. 79 473

Inland Revenue Commissioners *v.* Anglesey, [1913] 3 K. B. 62; 82 L. J. K. B. 811; 108 L. T. 769; 57 S. J. 517; 29 T. L. R. 495 434

Inland Revenue Commissioners *v.* Fitzwilliam, [1913] 2 K. B. 593; 82 L. J. K. B. 777; 108 L. T. 741; 29 T. L. R. 538 . . 434

Inland Revenue Commissioners *v.* Gribble, [1913] 3 K. B. 212; 82 L. J. K. B. 900; 108 L. T. 887; 57 S. J. 476; 29 T. L. R. 481 434

Inland Revenue Commissioners *v.* Herbert, [1913], A. C. 326; 82 L. J. P. C. 119; [1913] S. C. (H.L.) 34; 108 L. T. 850;

11 L. G. R. 865: 57 S. J. 516; 29 T. L. R. 502 426

Inland Revenue Commissioners *v.* Joicey (No. 1), [1913] 1 K. B. 445; 82 L. J. K. B. 162; 108 L. T. 135; 29 T. L. R. 150 . . 440

Inland Revenue Commissioners *v.* Joicey (No. 2), [1913] 2 K. B. 580; 82 L. J. K. B. 784; 108 L. T. 738; 57 S. J. 557; 29 T. L. R. 537 440

Inland Revenue Commissioners *v.* Maple, [1907] A. C. 22; 77 L. J. K. B. 55; 24 T. L. R. 140 . . 646

Inland Revenue Commissioners *v.* Truman, [1913] A. C. 650; 82 L. J. K. B. 1042; 109 L. T. 337; 77 J. P. 397; 57 S. J. 662; 29 T. L. R. 661 . . . 315, 324

Innes, *In re;* Innes *v.* Innes, [1910] 1 Ch. 188; 79 L. J. Ch. 174; 101 L. T. 633 . . 338, 604

International Assets Co., *Ex parte;* Van Laun, *In re,* 1907, 14 Mans. 281; 23 T. L. R. 371 . . . 78

International Sponge Importers *v.* Watt, [1912] A. C. 279; 81 L. J. P. C. 12; 16 Com. Cas. 224; 55 S. J. 422; 27 T. L. R. 364 578

Internationale Guano en Superphosphaatwerken *v.* Macandrew, [1909] 2 K. B. 360; 78 L. J. K. B. 691; 100 L. T. 850; 11 Asp. 271; 14 Com. Cas. 194; 53 S. J. 504; 25 T. L. R. 529 . . 254

Irish Agricultural Wholesale Society *v.* M'Cowan, [1913] 2 I. R. 313 264

Irish Provident Assurance Co., *In re,* [1913] 1 I. R. 352 . . . 130

Irish Society *v.* Fleming. *See* Irish Society *v.* Harold.

Irish Society *v.* Harold, [1912] A. C. 287; 81 L. J. P. C. 162; 106 L. T. 130; 28 T. L. R. 204 . 612

Irwin *v.* Waterloo Taxicab Co., [1912] 3 K. B. 588; 81 L. J. K.B. 998; 107 L. T. 288; 56 S. J. 720; 28 T. L. R. 567 . . . 479

Islington Guardians *v.* Biggenden, [1910] 1 K. B. 105; 79 L. J. K. B. 246; 101 L. T. 677; 74 J. P. 17; 7 L. G. R. 1159; 26 T. L. R. 44 572

Ismay *v.* Williamson, [1908] A. C. 437; 77 L. J. P. C. 107; 99 L. T. 595; 24 T. L. R. 881 . . 286

Itala Fabrica di Automobili, 1910, 27 R. P. C. 493; 54 S. J. 652 . 664

Ivey *v.* Ivey, [1912] 2 K. B. 118; 81 L. J. K. B. 819; 106 L. T. 485 296

Ivimey *v.* Ivimey, [1908] 2 K. B. 260; 77 L. J. K. B. 714; 99 L. T. 75 . . . . 186, 521

J

J., *In re,* [1909] 1 Ch. 574; 78 L. J. Ch. 348; 100 L. T. 281; 21 Cox C. C. 766 . . . 55

J (an infant) *In re,* 1913, 108 L. T. 554; 57 S. J. 560; 27 T. L. R. 456 406

Jackling *v.* Carter, 1912, 107 L. T. 24; 76 J. P. 292; 10 L. G. R. 632; 23 Cox C. C. 54 . . 483

Jackson *v.* Jackson, [1910] P. 230; 79 L. J. P. 82; 103 L. T. 79; 26 T. L. R. 476 416

Jackson *v.* Leighton; Lawley, *In re,* [1911] 2 Ch. 530; 81 L. J. Ch. 97; 105 L. T. 571; 56 S. J. 13 . 417

Jackson *v.* London County Council, 1912, 10 L. G. R. 348; 76 J. P. 217; 56 S. J. 428; 28 T. L. R. 359 . . . . . 269, 502

Jackson *v.* Mulliner Motor Body Co., [1911] 1 K. B. 546; 80 L. J. K. B. 173; 104 L. T. 181; 75 J. P. 103 341

Jackson *v.* Price, [1910] 1 K. B. 143; 79 L. J. K. B. 130; 26 T. L. R. 106 490

Jackson *v.* Rotax Motor and Cycle Co., [1910] 2 K. B. 937; 80 L. J. K. B. 38; 103 L. T. 411. 611, 612

Jackson *v.* Scotstoun Estate Co., [1911] S. C. 564. 302

Jackson *v.* Watson, [1909] 2 K. B. 193; 78 L. J. K. B. 587; 100 L. T. 799; 53 S. J. 477; 25 T. L. R. 454 . . . 219, 686

Jackson *v.* Yeats, [1912] 1 Ir. R. 267 447

Jackson's Settled Estates, *In re,* [1902] 1 Ch. 258; 71 L. J. Ch. 154; 85 L. T. 625; 50 W. R. 235 618

Jacob, *In re;* Mortimer *v.* Mortimer, [1907] 1 Ch. 445; 76 L. J. Ch. 217 96 L. T. 362 . 575

James, *In re;* James *v.* Jones, [1911] 2 Ch. 348; 80 L. J. Ch. 681; 106 L. T. 214 6

James *v.* Jackson, [1910] 2 Ch. 92; 79 L. J. Ch. 418; 102 L. T. 804. 184

James *v.* Mordey, 1913, 109 L. T. 377; [1913] W. C. & I. Rep. 670 . . . . . 295, 299

James *v.* Morgan, [1909] 1 K. B. 564; 78 L. J. K. B. 471; 100 L. T. 238; 73 J. P. 149; 53 S. J. 245; 25 T. L. R. 267. . . 9

James *v.* Rockwood Colliery Co., 1912, 106 L. T. 128; 56 S. J. 292; 28 T. L. R. 215. . 135, 409

Jardine *v.* Clyde Shipping Co., [1910] 1 K. B. 627; 79 L. J. K. B. 634; 102 L. T. 462; 11 Asp. 384; 15 Com. Cas. 193; 26 T. L. R. 301 103

TABLE OF CASES

Jarvis *v.* Hemmings (No. 1), [1912] 1 Ch. 462; 81 L. J. Ch. 290; 106 L. T. 419; 28 T. L. R. 195 256

Jary *v.* Barnsley Corporation, [1907] 2 Ch. 600; 76 L. J. Ch. 593; 97 L. T. 507; 71 J. P. 468; 5 L. G. R. 1145; 23 T. L. R. 689 267

Jay, *Ex parte;* R. *v.* Wiltshire JJ., [1912] 1 K. B. 566; 81 L. J. K. B. 578; 106 L. T. 364; 76 J. P. 169; 10 L. G. R. 353; 22 Cox. C. C. 737; 56 S. J. 343; 28 T. L. R. 255 204

Jenkins *v.* Great Central Railway, [1912] 1 K. B. 1; 81 L. J. K. B. 24; 106 L. T. 565; 17 Com. Cas. 32; 12 Asp. M. C. 154; 28 T. L. R. 61 . . 5, 104, 595

Jenkins *v.* Great Western Railway, [1912] 1 K. B. 525; 81 L. J. K. B. 378; 105 L. T. 882 . . . 502

Jenkins *v.* Price, [1908] 1 Ch. 10; 77 L. J. Ch. 41; 97 L. T. 734; 14 Mans. 343; 24 T. L. R. 70 418

Jenkins *v.* Standard Colliery, 1911, 105 L. T. 730; 28 T. L. R. 7 . 285

Jerome, *In re,* [1907] 2 Ch. 145; 76 L. J. Ch. 432; 96 L. T. 866. 20, 414, 521, 642

Jewish Colonial Trust, *In re,* [1908] 2 Ch. 287; 77 L. J. Ch. 629; 99 L. T. 243; 15 Mans. 279; 24 T. L. R. 595 . . . 130

Jinks *v.* Jinks [1911] P. 120; 80 L. J. P. 120; 104 L. T. 655; 55 S. J. 366; 27 T. L. R. 326 . . 186

John, *Ex parte;* R. *v.* Wilkins, [1907] 2 K. B. 380; 76 L. J. K. B. 722; 96 L. T. 721; 71 J. P. 327 481

Johnson, *In re;* White, *Ex parte,* 1908, 99 L. T. 305 . . . 74

Johnson *v.* Adamson; Fieldwick, *In re,* [1909] 1 Ch. 1; 78 L. J. Ch. 153; 100 L. T. 106 . . 574

Johnson *v.* Brock, [1907] 2 Ch. 533; 76 L. J. Ch. 602; 97 L. T. 294 462

Johnson *v.* Hadley; Hadley, *In re,* [1909] 1 Ch. 20; 78 L. J. Ch. 254; 100 L. T. 54; 25 T. L. R. 44 225

Johnson *v.* Kearley, [1908] 2 K. B. 514; 77 L. J. K. B. 904; 99 L. T. 506; 24 T. L. R. 729 . 578

Johnson *v.* Needham, [1909] 1 K. B. 626; 78 L. J. K. B. 412; 100 L. T. 493; 73 J. P. 117; 22 Cox C. C. 63; 25 T. L. R. 245 . . . . . . 209, 652

Johnson *v.* Newton Fire Extinguisher Co., [1913] 2 K. B. 111; 82 L. J. K. B. 541; 108 L. T. 360; [1913], W. C. & I. Rep. 352 306

Johnson *v.* Pickering, [1908] 1 K. B. 1; 77 L. J. K. B. 13; 98 L. T. 68; 14 Mans. 263; 24 T. L. R. 1 . . . . 333, 573

Johnson *v.* Refuge Assurance Co., [1913] 1 K. B. 259; 82 L. J. K. B. 411; 108 L. T. 242; 57 S. J. 128; 29 T. L. R. 127 . . 21

Johnson *v.* Wilson, [1909] 2 K. B. 497; 78 L. J. K. B. 912; 101 L. T. 315; 73 J. P. 396; 25 T. L. R. 663 312

Johnson *v.* Wootton, 1911, 27 T. L. R. 487 289

Johnson's Patent, *In re* (No. 1), [1908] 2 Ch. 487; 77 L. J. Ch. 732; 99 L. T. 442 . . . 527

Johnson's Patent, *In re* (No. 2), [1909] 1 Ch. 114; 77 L. J. Ch. 737; 99 L. T. 697; 24 T. L. R. 889 527

Johnston, *In re;* Mills *v.* Johnston, 1912, 105 L. T. 701 . . . 678

Johnston *v.* Lalonde, [1912] 3 K. B. 218; 81 L. J. K. B. 1229; 76 J. P. 378; 10 L. G. R. 671 341

Johnston *v.* O'Neil, [1911] A. C. 552; 81 L. J. P. C. 17; 105 L. T. 587; 55 S. J. 686; 27 T. L. R. 545 348

Johnston's Trustees *v.* Glasgow Corporation, [1912] S. C. 300 . 388

Johnstone *v.* Lochgelly Magistrates, [1913] S. C. 1078 . . . 502

Joicey *v.* North-Eastern Rly. Co. *See* Eden *v.* North-Eastern Rly. Co.

Jones, *Ex parte;* R. *v.* Propert, [1911] 1 K. B. 83; 80 L. J. K. B. 98; 103 L. T. 844; 74 J. P. 474; 9 L. G. R. 38 . . . 590, 597

Jones, *In re,* [1908] 1 K. B. 204; 77 L. J. K. B. 139; 98 L. T. 56; 15 Mans. 31 . . . 67

Jones, *In re;* Associated Newspapers, *Ex parte,* [1912] 3 K. B. 234; 81 L. J. K. B. 1178; 107 L. T. 236; 19 Mans. 349; 56 S. J. 751 65

Jones, *In re;* Lewis *v.* Lewis, [1910] 1 Ch. 167; 79 L. J. Ch. 34; 101 L. T. 549 . . . 690

Jones *v.* Canadian Pacific Railway, 1913, 83 L. J. P. C. 13; 29 T. L. R. 773 275

Jones *v.* Coventry, [1909] 2 K. B. 1029; 79 L. J. K. B. 41; 101 L. T. 281; 53 S. J. 734; 25 T. L. R. 736 334

Jones *v.* Evans; Evans, *In re,* [1913] 1 Ch. 23; 82 L. J. Ch. 12; 107 L. T. 604; 19 Mans. 397; 57 S. J. 60 182

Jones *v.* Great Central Railway, [1910] A. C. 4; 79 L. J. K. B. 191; 100 L. T. 710; 53 S. J. 428 263

Jones *v.* Jones, [1910] 2 K. B. 262; 79 L. J. K. B. 762; 103 L. T. 41; 74 J. P. 317; 26 T. L. R. 497 457

Jones *v.* Jones, [1912] P. 295; 82 L. J. P. 16; 107 L. T. 590; 57 S. J. 10; 29 T. L. R. 22 . . 184

Jones *v.* Lee, 1911, 106 L. T. 123; 56 S. J. 125; 28 T. L. R. 92 . 346

Jones *v.* Llanrwst Urban Council (No. 1), [1911] 1 Ch. 393; 80 L. J. Ch. 145; 103 L. T. 751; 75 J. P. 68; 9 L. G. R. 222; 55 S. J. 125; 27 T. L. R. 133 105, 267, 503, 686

Jones *v.* Llanrwst Urban Council (No. 2), [1911] 1 Ch. 393; 80 L. J. Ch. 338; 104 L. T. 53; 75 J. P. 98 631

Jones *v.* Merthyr Tydfil Union, 1911, 105 L. T. 203; 9 L. G. R. 767; 75 J. P. 390; 22 Cox C. C. 551 9

Jones *v.* New Brynmally Colliery Co., 1912, 106 L. T. 524; [1912] W. C. Rep. 281 280

Jones *v.* North Vancouver Land and Improvement Co., [1910] A. C. 317; 79 L. J. P. C. 89; 102 L. T. 377; 17 Mans. 349 . 143

Jones *v.* Pacaya Rubber and Produce Co., [1911] 1 K. B. 455; 80 L. J. K. B. 155; 104 L. T. 446; 18 Mans. 139 . . . 134, 143

Jones *v.* Shervington, [1908] 2 K. B. 539; 77 L. J. K. B. 771; 99 L. T. 57; 72 J. P. 381; 24 T. L. R. 693 458

Jones *v.* Stott, [1910] 1 K. B. 893; 79 L. J. K. B. 766; 102 L. T. 670; 26 T. L. R. 424 . . . 656

Jones *v.* Tankerville, [1909] 2 Ch. 440; 78 L. J. Ch. 674; 101 L. T. 202; 25 T. L. R. 714 . . . 644

Joseph, *In re;* Pain *v.* Joseph, [1908] 2 Ch. 507; 77 L. J. Ch. 832; 99 L. T. 539; 24 T. L. R. 770 692

Joseph *v.* Joseph [1909] P. 217; 78 L. J. P. 51; 100 L. T. 864; 53 S. J. 400; 25 T. L. R. 439. . 414

Joseph *v.* Law Integrity Insurance Co. Ltd., [1912] 2 Ch. 581; 82 L. J. Ch. 187; 107 L. T. 538; 6 B. W. C. C. 337; 20 Mans. 85. 32

Josolyne *v.* Roberts, [1908] 2 K. B. 349; 77 L. J. K. B. 845; 99 L. T. 282 586

Jowitt *v.* Union Cold Storage Co., [1913] 3 K. B. 1; 82 L. J. K. B. 890; 108 L. T. 724; 18 Com. Cas. 185; 57 S. J. 560; 29 T. L. R. 477 573

Judd *v.* Judd, [1907] P. 241; 76 L. J. P. 120; 98 L. T. 59; 23 T. L. R. 538 260

Jude's Musical Compositions, *In re*, [1907] 1 Ch. 651; 76 L. J. Ch. 542; 96 L. T. 766; 23 T. L. R. 461 . . . . . 179, 180

Judgment Debtor, *In re;* Judgment Creditors, *Ex parte*, [1908] 2 K. B. 474; 77 L. J. K. B. 968; 99 L. T. 126; 15 Mans. 209; 24 T. L. R. 689 . . . 63, 83

Jungheim *v.* Fonkelmann, [1909] 2 K. B. 948; 78 L. J. K. B. 1132; 101 L. T. 398; 53 S. J. 790; 25 T. L. R. 819 25

Jury *v.* *Atlanta* Owners, [1912] 3 K. B. 366; 81 L. J. K. B. 1182; 107 L. T. 366; 56 S. J. 703; 28 T. L. R. 562; [1912] W. C. Rep. 389 294

K

K. *v.* K., [1910] P. 140; 79 L. J. P. 33 469

Kacianoff *v.* China Traders' Insurance Co., [1913] 3 K. B. 407; 83 L. J. K. B. 58; 109 L. T. 365; 18 Com. Cas. 290; 29 T. L. R. 642 474

Kaiser Wilhelm der Grosse, The, [1907] P. 259; 76 L. J. P. 138 . 121

Kane *v.* Merry and Cunninghame, [1911] S. C. 533 284

Keates *v.* Lewis Merthyr Consolidated Collieries, Ltd., [1911] A. C. 641; 80 L. J. K. B. 1318; 105 L. T. 450; 75 J. P. 505; 55 S. J. 667; 27 T. L. R. 550 . . . 273

Kedwell and Flint, *In re*, [1911] 1 K. B. 797; 80 L. J. Ch. 707; 104 L. T. 151; 55 S. J. 311 . 658

Kelly *v.* Auchenlea Coal Co., [1911] S. C. 864 287

Kelly *v.* Enderton, [1913] A. C. 191; 82 L. J. P. C. 57; 107 L. T. 781 . . . . 577, 683

Kelly *v.* Lonsdale, [1906] 2 K. B. 486; 75 L. J. K. B. 822; 95 L. T. 427; 70 J. P. 441; 4 L. G. R. 949; 22 T. L. R. 655 . . . 7

Kelly *v.* *Miss Evans* (Owners) [1913], 2 I. R. 385; [1913] W. C. & I. Rep. 418 . . . 282

Kelly's Settlement Trusts, *In re;* Gustard *v.* Berkeley, [1910] 1 Ch. 78; 79 L. J. Ch. 60; 101 L. T. 555; 54 S. J. 12 . . . 385

Kelsey *v.* Donne, [1912] 2 K. B. 482; 81 L. J. K. B. 503 . . 673

Kemp-Welch *v.* Kemp-Welch, [1910] P. 233; 79 L. J. P. 92; 102 L. T. 787; 26 T. L. R. 464 . . 185

Kemp-Welch *v.* Kemp-Welch, [1912] P. 82; 81 L. J. P. 25; 106 L. T. 643; 28 T. L. R. 185. 201, 262

Kendall *v.* Pennington, 1912, 106 L. T. 817; [1912] W. C. Rep. 144 299
Kennedy *v.* Dixon, [1913], S. C. 559; [1913] W. C. & I. Rep. 333 302
Kenny, *In re;* Clode *v.* Andrews, 1907, 97 L. T. 130 106
Kent *v.* Fittall, [1908] 2 K. B. 933; 77 L. J. K. B. 1065; 99 L. T. 761; 72 J. P. 421; 6 L. G. R. 1047; 2 Smith, 63; 24 T. L. R. 830 . 608
Kent *v.* Fittall, [1911] 2 K. B. 1102; 81 L. J. K. B. 82; 103 L. T. 668; 105 L. T. 422; 9 L. G. R. 27, 999; 75 J. P. 113, 378; 2 Smith 279; 55 S. J. 687; 27 T. L. R. 79, 564 367
Kent Coal Concessions, Ltd. *v.* Duguid, [1910] 1 K. B. 904; 79 L. J. K. B. 423; and [1910] A. C. 452; 79 L. J. K. B. 872; 103 L. T. 89; 54 S. J. 634; 26 T. L. R. 571 264
Kent County Gas Co., *In re,* [1909] 2 Ch. 195; 78 L. J. Ch. 625; 100 L. T. 983 70
Kent County Gas Light & Coke Co., *In re* [1913] 1 Ch. 92; 82 L. J. Ch. 28; 107 L. T. 641; 19 Mans. 358; 57 S. J. 112 . . 77
Kenward, *In re;* Hammond *v.* Eade, 1906, 94 L. T. 277; 22 T. L. R. 39 79
Kenway *v.* Kidd; Woodward, *In re,* [1913] 1 Ch. 392; 82 L. J. Ch. 230; 108 L. T. 635; 57 S. J. 426 . . . . . . 92, 227
Kepitigalla Rubber Estates *v.* National Bank of India, 1909, 78 L. J. K. B. 964; 100 L. T. 516; 14 Com. Cas. 116; 53 S. J. 377; 25 T. L. R. 402 58
Kerr *v.* Baird, [1911] S. C. 701 . 284
Kerrison *v.* Glyn, 1911, 81 L. J. K. B. 465; 105 L. T. 721; 17 Com. Cas. 41; 56 S. J. 139; 29 T. L. R. 106 58
Kershaw *v.* Smith, [1913] 2 K. B. 455; 82 L. J. K. B. 791; 108 L. T. 650; 77 J. P. 297; 11 L. G. R. 519 266
Kettlewell *v.* Refuge Assurance Co. *See* Refuge Assurance Co. *v.* Kettlewell.
Keymer *v.* Reddy, [1912] 1 K. B. 215; 81 L. J. K. B. 266; 105 L. T. 841 22
Khedive, The, 1879, 5 P. D. 1 . 22
Kidson *v.* Marsden; Crutchley, *In re,* [1912] 2 Ch. 335; 81 L. J. Ch. 644; 107 L. T. 194 . 520
Kierson *v.* Thompson, [1913] 1 K. B. 587; 82 L. J. K. B. 920; 108 L. T. 236; [1913] W. C. & I. Rep. 140; 57 S. J. 226; 29 T. L. R. 205 304
Kilmer *v.* British Columbia Orchard Lands Co., [1913] A. C. 319; 82 L. J. P. C. 77; 108 L. T. 306; 57 S. J. 338; 29 T. L. R. 319 463
Kinahan *v.* Parry, [1910] 2 K. B. 389; 79 L. J. K. B. 1083; 102 L. T. 826: [1911] 1 K. B. 459; 80 L. J. K. B. 276; 103 L. T. 867 . . . . . . 577, 578
King, *Ex parte;* Seed, *In re,* [1910] 1 K. B. 661; 79 L. J. K. B. 421; 102 L. T. 366; 17 Mans. 121; 54 S. J. 343; 26 T. L. R. 348 . . 490
King, *In re;* Mellor *v.* South Australian Land and Mortgage Co., [1907] 1 Ch. 72; 76 L. J. Ch. 44; 95 L. T. 724 338
King *v.* Brown, [1913] 2 Ch. 416; 82 L. J. Ch. 545; 109 L. T. 69; 57 S. J. 754; 29 T. L. R. 691 . 122
King and Duveen, *In re,* [1913] 2 K. B. 32; 82 L. J. K. B. 733; 108 L. T 844 26
King *v.* Phœnix Assurance Co., [1910] 2 K. B. 666; 80 L. J. K. B. 44; 103 L. T. 53 . . . 300
Kingsbury Collieries and Moore's Contract, *In re,* [1907] 2 Ch. 259; 76 L. J. Ch. 469; 96 L. T. 829; 14 Mans. 212; 23 T. L. R. 497 130
Kingsland, The, [1911] P. 17; 80 L. J. P. 33; 105 L. T. 143; 16 Com. Cas. 18; 12 Asp. M. C. 38; 27 T. L. R. 75 245
Kingston, Miller & Co. *v.* Kingston & Co., [1912] 1 Ch. 575; 81 L. J. Ch. 417; 106 L. T. 586; 29 R. P. C. 289; 56 S. J. 310; 28 T. L. R. 246 665
Kingston-upon-Hull Incorporation for the Poor *v.* Hackney Union. *See* Hackney Union *v.* Kingston-upon-Hull Incorporation for the Poor.
Kinloch-Cooke *v.* Public Trustee; Coxwell's Settlement, *In re,* [1910] 1 Ch. 63; 79 L. J. Ch. 62; 101 L. T. 627 224
Kinnersley *v.* Payne, 1909, 100 L. T. 229 . . . . . 90, 91
Kirby *v.* Paignton Urban Council, [1913] 1 Ch. 337; 82 L. J. Ch. 198; 108 L. T. 205; 77 J. P. 169; 11 L. G. R. 305; 57 S. J. 266 382
Kirchner *v.* Gruban, [1909] 1 Ch. 413; 78 L. J. Ch. 117; 99 L. T. 932 . . . . . . 478, 649
Kirkby *v.* Taylor, [1910] 1 K. B. 529; 79 L. J. K. B. 267; 102 L. T. 184; 74 J. P. 143; 26 T. L. R. 246 . . . . 23, 331
Kirkpatrick *v.* Maxwelltown Town Council, [1912] S. C. 288 . . 388

Kirkwood *v.* Gadd, [1910] A. C. 422; 79 L. J. K. B. 815; 102 L. T. 753; 54 S. J. 599; 26 T. L. R. 530 490

Kish *v.* Taylor, [1912] A. C. 604; 81 L. J. K. B. 1027; 106 L. T. 900; 12 Asp. 217; 17 Com. Cas. 355; 56 S. J. 518; 28 T. L. R. 425 253

Kitchenham *v.* *S.S. Johannesburg* (Owners), [1911] A. C. 417; 80 L. J. K. B. 1102; 105 L. T. 118; 55 S. J. 599; 27 T. L. R. 504 . . . . 284, 286

Kitson, *In re;* Sugden, *Ex parte*, [1911] 2 K. B. 109; 80 L. J. K. B. 1147; 18 Mans. 224; 55 S. J. 443 . . . . 9, 79

Klaber and Steinberg's Patent, *In re*, [1908] 1 Ch. 847; 77 L. J. Ch. 569; 99 L. T. 87; 24 T. L. R. 352, 482 527

Klein, *In re*, 1906, 22 T. L. R. 664 . 75

Knapp *v.* Harvey, [1911] 2 K. B. 725; 80 L. J. K. B. 1228; 105 L. T. 473 412

Knight *v.* Bucknill, [1913] W. C. & I. Rep. 175; 57 S. J. 245 . 276

Knight *v.* City of London Brewery Co., [1912] 1 K. B. 10; 81 L. J. K. B. 194; 106 L. T. 564 . 453

Knight Errant, The, and *Hopper Barge W. H. No.* 1, *The*. See *Hopper Barge W. H. No.* 1, *The*.

Knight *v.* Simmonds, [1896] 2 Ch. 294; 65 L. J. Ch. 583 . . . 98

Knill *v.* Dumergue, [1911] 2 Ch. 199; 80 L. J. Ch. 708; 105 L. T. 178; 55 S. J. 648; 27 T. L. R. 525 334

Knollys' Trusts, *In re;* Saunders *v.* Haslam, [1912] 2 Ch. 357; 81 L. J. Ch. 572; 107 L. T. 335; 56 S. J. 632 427

Koch *v.* Mineral Ore Syndicate, 1910, 54 S. J. 600 . . . 332

Koffyfontein Mines, Ltd. *v.* Mosely, [1911] 1 Ch. 73; 80 L. J. Ch. 111; 103 L. T. 516; 55 S. J. 44; 27 T. L. R. 61: [1911] A. C. 409; 80 L. J. Ch. 668; 105 L. T. 115; 55 S. J. 551; 27 T. L. R. 501 . . 131, 139

Krüger *v.* Moel Tryvan Ship Co., [1907] A. C. 272; 76 L. J. K. B. 985; 97 L. T. 143; 13 Com. Cas. 1; 10 Asp. 465; 23 T. L. R. 677 . 90

Kydd *v.* Liverpool Watch Committee (No. 1), 1908, 72 J. P. 113; 24 T. L. R. 257 . . . 408

Kydd *v.* Liverpool Watch Committee (No. 2), [1908] A. C. 327; 77 L. J. K. B. 947; 99 L. T. 212; 6 L. G. R. 903; 72 J. P. 395; 24 T. L. R. 772 570

Kyle *v.* Dunsdon, [1908] 2 K. B. 293; 77 L. J. K. B. 547; 98 L. T. 752; 72 J. P. 292; 6 L. G. R. 578; 21 Cox C. C. 587; 24 T. L. R. 505 . 111

Kynoch Ltd. *v.* Rowlands, [1912] 1 Ch. 527; 81 L. J. Ch. 340; 106 L. T. 316 573

L

L. *v.* L., 1911, 55 S. J. 330 185, 515, 654

Lacon's Settlement, *In re;* Lacon *v.* Lacon, [1911] 2 Ch. 17; 80 L. J. Ch. 610; 104 L. T. 840; 55 S. J. 551; 27 T. L. R. 485 . 182

Lacons *v.* Warmoll, [1907] 2 K. B. 350; 76 L. J. K. B. 914; 97 L. T. 379; 23 T. L. R. 495 . 338

Ladenburg *v.* Goodwin, [1912] 3 K. B. 275; 81 L. J. K. B. 1174; 107 L. T. 587; 18 Com. Cas. 16; 19 Mans. 383; 56 S. J. 722; 28 T. L. R. 541 . . . 233

Lagos *v.* Grunwaldt, [1910] 1 K. B. 41; 79 L. J. K. B. 85; 101 L. T. 620; 54 S. J. 216; 26 T. L. R. 69 . . . . . . 644, 651

Laing, *In re;* Laing *v.* Morrison, [1912] 2 Ch. 386; 81 L. J. Ch. 686; 107 L. T. 822; 57 S. J. 80 . 692

Lake *v.* Smith, 1911, 106 L. T. 41; 10 L. G. R. 218; 76 J. P. 71; 22 Cox C. C. 641 . . . 408

Lambert, *In re;* Corns *v.* Harrison, [1908] 2 Ch. 117; 77 L. J. Ch. 553; 98 L. T. 851 . . . 691

Lambert *v.* Great Eastern Railway, [1909] 2 K. B. 776; 79 L. J. K. B. 32; 101 L. T. 408; 73 J. P. 445; 22 Cox C. C. 165; 53 S. J. 732; 25 T. L. R. 734 571

Lambeth Overseers *v.* London County Council, [1897] A. C. 625; 66 L. J. Q. B. 806; 76 L. T. 795; 46 W. R. 79; 61 J. P. 580 . . 597

Lancashire and Yorkshire Railway *v.* Liverpool Corporation, [1913] 3 K. B. 247; 82 L. J. K. B. 1096; 108 L. T. 872; 77 J. P. 305; 11 L. G. R. 932; 57 S. J. 557 597

Lancashire Plate-Glass Fire and Burglary Insurance Co., *In re*, [1912] 1 Ch. 35; 81 L. J. Ch. 199; 105 L. T. 570; 19 Mans. 149; 56 S. J. 13 35

Lancaster, *Ex parte;* O'Shea, *In re*, [1911] 2 K. B. 981; 81 L. J. K. B. 70; 105 L. T. 486; 18 Mans. 349 . . . . 373, 491

Land Tax Commissioners *v.* Central London Railway, [1913] A. C. 364; 82 L. J. Ch. 274; 108 L. T. 690; 77 J. P. 289; 11 L. G. R. 693; 57 S. J. 403; 29 T. L. R. 395 422

Land's Patent, *In re*, [1910] 2 Ch. 236; 79 L. J. Ch. 594; 103 L. T. 102; 27 R. P. C. 481; 54 S. J. 680 527
Landauer *v.* Craven, [1912] 2 K. B. 94; 81 L. J. K. B. 650; 106 L. T. 298; 12 Asp. 182; 17 Com. Cas. 193; 56 S. J. 274 . 612
Landes *v.* Marcus, 1909, 25 T. L. R. 478 . . . . 89, 580
Landon *v.* Poyser; Poyser, *In re*, [1910] 2 Ch. 444; 79 L. J. Ch. 748; 103 L. T. 134 . . . 183
Langham Steamship Co. *v.* Gallagher, [1912] 2 Ir. R. 348; 12 Asp. M. C. 109 . . . 244
Lanston Monotype Corporation *v.* Anderson, [1911] 2 K. B. 1019; 80 L. J. K. B. 1351; 105 L. T. 398; 5 Tax. Cas. 675 . . . 396
Larsen *v.* Sylvester, [1908] A. C. 295; 77 L. J. K. B. 993; 99 L. T. 94; 13 Com. Cas. 328; 11 Asp. 78; 24 T. L. R. 640 . . 245
Latham *v.* Johnson, [1913] 1 K. B. 398; 82 L. J. K. B. 258; 108 L. T. 4; 77 J. P. 137; 57 S. J. 127; 29 T. L. R. 124 . . . 502
Latham *v.* Johnson, [1913] 1 K. B. 398; 82 L. J. K. B. 258; 108 L. T. 4; 77 J. P. 137; 57 S. J. 127; 29 T. L. R. 124 . . . 502
Latham *v.* Spillers and Bakers, [1913] 2 K. B. 355; 82 L. J. K. B. 833; 108 L. T. 996; 77 J. P. 277; 11 L. G. R. 539; 23 Cox. C. C. 422 346
Laughton *v.* Port Erin Commissioners, [1910] A. C. 565; 80 L. J. P. C. 73; 103 L. T. 148 . 645
Law Car and General Insurance Corporation, *In re*, [1912] 1 Ch. 405; 81 L. J. Ch. 218; 106 L. T. 180; 19 Mans. 152; 56 S. J. 273 . . . . . 146, 149
Law Car and General Insurance Corporation, *In re*, [1913] 2 Ch. 103; 82 L. J. Ch. 467; 108 L. T. 862; 57 S. J. 556; 29 T. L. R. 532 35
Law Guarantee and Trust Society *v.* Mitcham and Cheam Brewery Co., [1906] 2 Ch. 98; 75 L. J. Ch. 556; 94 L. T. 809; 54 W. R. 551; 22 T. L. R. 499 453
Law Guarantee Trust and Accident Society *v.* Munich Re-insurance Co., [1912] 1 Ch. 138; 81 L. J. Ch. 188; 105 L. T. 987; 56 S. J. 108 236
Law Society, *Ex parte*; G. (a Solicitor), *In re*, [1912] 1 K. B. 302; 81 L. J. K. B. 245; 105 L. T. 874; 56 S. J. 92; 28 T. L. R. 50 641
Law Trust and Accident Society, *In re*, [1913] 2 Ch. 604; 82 L. J. Ch. 25; 109 L. T. 152; 29 T. L. R. 776 236
Lawford *v.* Billericay Rural Council, [1903] 1 K. B. 772; 72 L. J. K. B. 554 422
Lawford *v.* Bruce; Bruce, *In re*, [1908] 2 Ch. 682; 78 L. J. Ch. 56; 9 L. T. 704 447
Lawford *v.* Price; Price, *In re*, [1911] 2 Ch. 286; 80 L. J. Ch. 525; 105 L. T. 51 . . . 265
Lawley, *In re*; Jackson *v.* Leighton, [1911] 2 Ch. 530; 81 L. J. Ch. 97; 105 L. T. 571; 56 S. J. 13 417
Lawson *v.* Edminson, [1908] 2 K. B. 952; 78 L. J. K. B. 36; 99 L. T. 797; 21 Cox C. C. 734; 72 J. P. 479; 25 T. L. R. 11 457
Lawson *v.* Marlborough Union, [1912] 2 Ch. 154; 81 L. J. Ch. 154; 10 L. G. R. 443; 56 S. J. 503; 28 T. L. R. 404 . . . 571
Laye, *In re*; Turnbull *v.* Laye, [1913] 1 Ch. 298; 82 L. J. Ch. 218; 108 L. T. 324; 20 Mans. 124; 57 S. J. 284 674
Lea's Application, *In re*, [1912] 2 Ch. 32; 81 L. J. Ch. 489; 106 L. T. 410; 29 R. P. C. 165; 56 S. J. 308; 28 T. L. R. 258; [1913] 1 Ch. 446; 82 L. J. Ch. 241; 108 L. T. 385; 30 R. P. C. 216; 57 S. J. 373; 29 T. L. R. 334 664
Leach *v.* Oakley, [1911] 1 K. B. 523; 80 L. J. K. B. 313; 103 L. T. 778; 55 S. J. 124; 27 T. L. R. 124 . . . . 284, 286
Leach *v.* R., [1912] A. C. 305; 81 L. J. K. B. 616; 106 L. T. 281; 76 J. P. 201; 56 S. J. 342; 22 Cox C. C. 721; 28 T. L. R. 289 . 750
Le Blanche *v.* London and North-Western Railway, 1876, 1 C. P. D. 286; 45 L. J. C. P. 521; 34 L. T. 667; 24 L. R. 808 . 218
Le Brasseur *v.* Bonacina; Bonacina, *In re*, [1912] 2 Ch. 394; 81 L. J. Ch. 674; 56 S. J. 667; 28 T. L. R. 508 78
Leconfield's Settled Estates, *In re*, [1907] 2 Ch. 340; 76 L. J. Ch. 562; 97 L. T. 163; 23 T. L. R. 573 470
Lecouturier *v.* Rey, [1910] A. C. 262; 79 L. J. Ch. 394; 102 L. T. 293; 27 R. P. C. 268; 54 S. J. 375; 26 T. L. R. 368 665
Lee *v.* *Bessie* (Owners), [1912] 1 K. B. 83; 81 L. J. K. B. 114; 105 L. T. 659; 12 Asp. M. C. 89; [1912] W. C. Rep. 57; 105 L. T. 659 281

Lee *v.* M'Millan; Eustace, *In re*, [1912] 1 Ch. 561; 81 L. J. Ch. 529; 106 L. T. 789; 56 S. J. 468 496

Lee *v.* Stag Line, 1912, 107 L. T. 509; 56 S. J. 720; [1912] W. C. Rep. 398 284

Lee Conservancy *v.* Bishop's Stortford Urban Council, 1906, 70 J. P. 244; 4 L. G. R. 641 . . 585

Leech, *Ex parte*; Sunderland, *In re*, [1911] 2 K. B. 658; 80 L. J. Ch. 825; 105 L. T. 233; 18 Mans. 123; 55 S. J. 568; 27 T. L. R. 454 65

Leeds Corporation *v.* Ryder, [1907] A. C. 420; 76 L. J. K. B. 1032; 97 L. T. 261; 71 J. P. 484; 23 T. L. R. 721 105

Leeming, *In re*; Turner *v.* Leeming, [1912] 1 Ch. 828; 81 L. J. Ch. 453; 106 L. T. 793 . . . 692

Lees *v.* Dunkerley, [1911] A. C. 5; 80 L. J. K. B. 135; 103 L. T. 467; 55 S. J. 44 291

Lees *v.* Lovie, [1912] 2 K. B. 425; 81 L. J. K. B. 978; 76 J. P. 372; 107 L. T. 165; 76 J. P. 372; 23 Cox. C. C. 92; 28 T. L. R. 441 111

Leetham *v.* Johnston White, [1907] 1 Ch. 322; 76 L. J. Ch. 304; 96 L. T. 348; 14 Mans. 162; 23 T. L. R. 254 606

Lefroy *v.* Egmont; Egmont's Settled Estates, *In re*, [1906] 2 Ch. 151; 75 L. J. Ch. 649; 95 L. T. 187; 54 W. R. 504; 27 L. R. 430 620

Lehmann and Walker's Contract, *In re*, [1906] 2 Ch. 640; 75 L. J. Ch. 768; 95 L. T. 259 . . . 661

Leicester *v.* Yolland, Husson & Birkett, Ltd.; Yolland, Husson & Birkett, Ltd., *In re*, [1908] 1 Ch. 152; 77 L. J. Ch. 43; 97 L. T. 824; 14 Mans. 346 . . 232

Leigh *v.* Taylor, [1902] A. C. 157; 77 L. J. Ch. 272; 86 L. T. 239 . . . . . . 349, 458

Leishman *v.* Dixon, [1910] S. C. 498 288

Lendrum *v.* Ayr Steam Shipping Co., [1913] S. C. 331; [1913] W. C. &. I Rep. 10 284

Leng *v.* Andrews, [1909] 1 Ch. 763; 78 L. J. Ch. 80; 100 L. T. 7; 25 T. L. R. 93 . . . 404, 606, 607

Leonis Steamship Co. *v.* Rank, [1908] 1 K. B. 499; 77 L. J. K. B. 224; 13 Com. Cas. 136; 24 T. L. R. 128 244

Leschallas *v.* Woolf, [1908] 1 Ch. 641; 77 L. J. Ch. 345; 98 L. T. 558 . . . . . . 348, 349

Leslie *v.* Leslie, [1908] P. 99; 77 L. J. P. 23; 98 L. T. 62; 24 T. L. R. 148 605

Leslie *v.* Leslie, [1911] P. 203; 80 L. J. P. 139; 104 L. T. 462; 55 S. J. 386; 27 T. L. R. 316 . . 10

Leslie *v.* Shiell, 1913, 29 T. L. R. 554 405

Leslie's Hassop Estates, *In re*, [1911] 1 Ch. 611; 80 L. J. Ch. 486; 104 L. T. 563; 55 S. J. 384; 27 T. L. R. 352 . . 677, 678

Levy *v.* Levy, [1908] P. 256; 77 L. J. P. 95; 99 L. T. 312; 24 T. L. R. 466 262

Lewes Sanitary Steam Laundry Co. *v.* Barclay, 1906, 95 L. T. 444; 11 Com. Cas. 255; 22 T. L. R. 737 58

Lewin *v.* End, [1906] A. C. 299; 75 L. J. K. B. 473; 94 L. T. 649; 54 W. R. 606; 4 L. G. R. 618; 70 J. P. 268; 22 T. L. R. 504 . 685

Lewis, *In re*; Davis *v.* Harrison, [1907] 2 Ch. 296; 76 L. J. Ch. 539; 97 L. T. 636 . . . 183

Lewis *v.* Davies, [1913] 2 K. B. 37; 82 L. J. K. B. 831; 108 L. T. 606 258

Lewis *v.* Lewis, [1907] P. 1; 77 L. J. P. 7; 98 L. T. 58; 24 T. L. R. 45 55

Lewis *v.* Lewis, [1912] P. 19; 81 L. J. P. 24; 106 L. T. 191; 56 S. J. 189; 28 T. L. R. 174 . . 261

Lewis *v.* Lewis; Jones, *In re*, [1910] 1 Ch. 167; 79 L. J. Ch. 34; 101 L. T. 549 690

Lewis *v.* Meredith, [1913] 1 Ch. 571; 82 L. J. Ch. 255; 108 L. T. 549 . . . 398, 416, 689

Leworthy *v.* Rees, 1913, 109 L. T. 244; 77 J. P. 268; 29 T. L. R. 408 375

Life and Health Assurance Association, *In re*, [1910] 1 Ch. 458; 79 L. J. Ch. 262; 102 L. T. 160; 17 Mans. 75; 26 T. L. R. 277 . . 523

Life *v.* Attkins; Attkins, *In re*, [1913] 2 Ch. 619; 109 L. T. 155; 57 S. J. 785 482

Lindlar's Case; Discoverers' Finance Corporation, Ltd., *In re*, [1910] 1 Ch. 312; 79 L. J. Ch. 193; 102 L. T. 150; 17 Mans. 46; 54 S. J. 287; 26 T. L. R. 291 147

Lindsay *v.* Dempster, [1913] S. C. (J) 110 483

Lindsay *v.* Klein, [1911] A. C. 194; 80 L. J. P. C. 161; 104 L. T. 261; 11 Asp. M. C. 563 . . 615

Lingké *v.* Christchurch Corporation, [1912] 3 K. B. 595; 82 L. J. K. B. 37; 107 L. T. 476; 76 J. P. 433; 10 L. G. R. 773; 56 S. J. 735; 28 T. L. R. 536 . 590

Lister *v.* Hooson, [1908] 1 K. B. 174; 77 L. J. K. B. 161; 98 L. T. 75; 15 Mans. 17; 24 T. L. R. 162 73

Lithographic Artists, *In re*, 1913, 57 S. J. 557; 29 T. L. R. 440 . 410

Little *v.* Spreadbury, [1910] 2 K. B. 658; 79 L. J. K. B. 1119; 102 L. T. 829; 54 S. J. 618; 26 T. L. R. 552 640

Liverpool Compensation Authority *v.* Inland Revenue Commissioners, [1913] 1 K. B. 165; 82 L. J. K. B. 349; 108 L. T. 68; 29 T. L. R. 169 454

Liverpool Corporation *v.* Chorley Union Assessment Committee, [1911] 1 K. B. 1057; 80 L. J. K. B. 626; 104 L. T. 21; 75 J. P. 252; 9 L. G. R. 263; 27 T. L. R. 230; affirmed [1912] 1 K. B. 270; 81 L. J. K. B. 426; 106 L. T. 205; 76 J. P. 161; 10 L. G. R. 165; 56 S. J. 187; 28 T. L. R. 177; [1913] A. C. 197; 82 L. J. K. B. 555; 108 L. T. 82; 77 J. P. 185; 11 L. G. R. 182; 57 S. J. 263; 29 T. L. R. 246. 596, 598

Liverpool Corporation *v.* Walker, [1908] 2 K. B. 33; 77 L. J. K. B. 700; 99 L. T. 231; 72 J. P. 233; 24 T. L. R. 443 . 453

Liverpool Corporation *v.* West Derby Assessment Committee, [1908] 2 K. B. 647; 77 L. J. K. B. 1032; 99 L. T. 435; 72 J. P. 397; 6 L. G. R. 706; 24 T. L. R. 701 596

Liverpool, London and Globe Insurance Co. *v.* Bennett, [1913] A. C. 610; 82 L. J. K. B. 1221; 109 L. T. 483; 57 S. J. 739; 29 T. L. R. 757 393

Livesay, *Ex parte;* R. *v.* Mitchell, [1913] 1 K. B. 561; 82 L. J. K. B. 153; 168 L. T. 76; 77 J. P. 148; 29 T. L. R. 157 . . 672

Llangattock *v.* Watney, [1910] A. C. 394; 79 L. J. K. B. 559; 102 L. T. 548; 74 J. P. 194; 54 S. J. 456; 26 T. L. R. 418 . . 453

Llanover, *In re*, [1907] 1 Ch. 635; 76 L. J. Ch. 427; 97 L. T. 286 . 619

Llewellyn, *In re;* Llewellyn *v.* Llewellyn, [1911] 1 Ch. 454; 80 L. J. Ch. 259; 104 L. T. 279; 55 S. J. 254 619

Lloyd *v.* Bermondsey Guardians, 1913, 108 L. T. 716; 77 J. P. 72; 11 L. G. R. 751; 29 T. L. R. 84 571

Lloyd *v.* Boyes; Edwards, *In re*, [1910] 1 Ch. 541; 79 L. J. Ch. 281; 102 L. T. 308; 54 S. J. 325; 26 T. L. R. 308 . . 500

Lloyd *v.* Grace, [1912] A. C. 716; 81 L. J. K. B. 1140; 107 L. T. 531; 56 S. J. 723; 28 T. L. R. 547 . . . . . 367, 579

Lloyd *v.* Powell Duffryn Steam Coal Co., [1913] 1 K. B. 130; 82 L. J. K. B. 533; 108 L. T. 201; [1913] W. C. & I. Rep. 355; 57 S. J. 301; 29 T. L. R. 291 . . . . . . 242, 281

Lloyd *v.* Prichard, [1908] 1 Ch. 265; 77 L. J. Ch. 183; 97 L. T. 904 . . . . . . 371, 621

Lloyd *v.* Ross, [1913] 2 K. B. 332; 82 L. J. K. B. 578; 109 L. T. 71; 77 J. P. 341; 11 L. G. R. 503; 23 Cox. C. C. 460; 29 L. T. 400 498

Lloyd's Bank and Lillington's Contract, *In re*, [1912] 1 Ch. 601; 81 L. J. Ch. 386; 106 L. T. 561; 56 S. J. 380 . . . 2

Local Government Board *v.* South Stoneham Union, [1909] A. C. 57; 78 L. J. K. B. 124; 99 L. T. 896; 73 J. P. 57; 7 L. G. R. 167; 25 T. L. R. 100. . . 571

Lockett *v.* Withey, 1908, 99 L. T. 838; 21 Cox C. C. 748; 72 J. P. 492; 25 T. L. R. 16 . . . 264

Lockwood *v.* Chartered Institute of Patent Agents, [1913] S. C. (J) 8 527

Lodge Holes Colliery Co. *v.* Wednesbury Corporation, [1908] A. C. 323; 77 L. J. K. B. 847; 99 L. T. 210; 72 J. P. 417; 6 L. G. R. 924; 24 T. L. R. 771 . . 311, 488

Lodge's Patent, *In re*, [1911] 2 Ch. 46; 80 L. J. Ch. 517; 28 R. P. C. 365; 27 T. L. R. 419 . . . 527

Lofthouse Colliery Co. *v.* Ogden [1913] 3 K. B. 120; 82 L. J. K. B. 910; 107 L. T. 827; 57 S. J. 186; 29 T. L. R. 179 . . 113

London and County Discount Co., *Ex parte;* Debtor, *In re*, 1909, 100 L. T. 380; 53 S. J. 246 . 64

London and India Docks Co. *v.* M'Dougall, [1909] A. C. 25; 78 L. J. K. B. 157; 14 Com. Cas. 71; 24 T. L. R. 834 . . . 379

London and India Docks Co. *v.* Thames Lighterage Co., [1909] A. C. 15; 78 L. J. K. B. 90; 99 L. T. 590; 24 T. L. R. 834 . 379

London and Manchester Plate-Glass Insurance Co. *v.* Heath, [1913] 3 K. B. 411; 82 L. J. K. B. 1183; 108 L. T. 1009; [1913] W. C. & I. Rep. 696; 29 T. L. R. 581 609

London and North-Western Rly. *v.* Ampthill Union, 1907, 97 L. T. 869; 71 J. P. 545; 6 L. G. R. 64 158

London and North-Western Railway *v.* Howley Park Coal and Cannel Co. *See* Howley Park Coal and Cannel Co. *v.* London and North-Western Railway.

London and North-Western Railway *v.* South-Eastern Railway, [1911] 1 K. B. 534; 80 L. J. K. B. 484; 104 L. T. 349; 14 Rly. and Can. Traff. Cas. 165; 27 T. L. R. 172 595

London and South-Western Canal, Ltd., *In re*, [1911] 1 Ch. 346; 80 L. J. Ch. 234; 104 L. T. 95; 18 Mans. 171 139

London and South-Western Rly. *v.* Gomm, 1882, 20 Ch. D. 562; 51 L. J. Ch. 193, 530; 46 L. T. 449; 30 W. R. 620 . . . 549

London (Bishop) *v.* Whiteley; Whiteley, *In re*, [1910] 1 Ch. 600; 79 L. J. Ch. 405; 102 L. T. 313; 54 S. J. 406; 26 T. L. R. 309 . 108

London Corporation *v.* Great Western Rly., [1910] 2 Ch. 314; 79 L. J. Ch. 622; 103 L. T. 30; 54 S. J. 562 416

London County Council *v.* Allen, [1913] 1 K. B. 9; 82 L. J. K. B. 432; 107 L. T. 853; 77 J. P. 48; 23 Cox. C. C. 266; 10 L. G. R. 1089; 29 T. L. R. 30 . . 314

London County Council *v.* Att.-Gen., [1907] A. C. 26; 70 L. J. K. B. 77 394

London County Council *v.* Bermondsey Bioscope Co., [1911] 1 K. B. 445; 80 L. J. K. B. 141; 103 L. T. 760; 75 J. P. 53; 9 L. G. R. 79; 27 T. L. R. 141 . 589

London County Council *v.* Cannon Brewery Co., [1911] 1 K. B. 235; 80 L. J. K. B. 258; 103 L. T. 574; 74 J. P. 461; 8 L. G. R. 1094 465

London County Council *v.* Clark, [1912] 1 K. B. 511; 81 L. J. K. B. 225; 105 L. T. 713; 10 L. G. R. 59; 76 J. P. 60; 56 S. J. 125 465

London County Council *v.* Erith Churchwardens, [1893] A. C. 562; 63 L. J. M. C. 9; 69 L. T. 725; 42 W. R. 330; 57 J. P. 821 . . . . . . 84, 597

London County Council *v.* Fairbank, [1911] 2 K. B. 32; 80 L. J. K. B. 1032; 105 L. T. 46; 75 J. P. 356; 9 L. G. R. 549 . 312

London County Council *v.* Great Eastern Rly., [1906] 2 K. B. 312; 75 L. J. K. B. 490; 94 L. T. 586; 54 W. R. 537; 70 J. P. 356; 4 L. G. R. 925; 22 T. L. R. 513 . 593

London County Council *v.* Hearn, 1909, 78 L. J. K. B. 414; 100 L. T. 438; 73 J. P. 211; 7 L. G. R. 312; 25 T. L. R. 303 . . 268

London County Council *v.* Houndle, 1911, 105 L. T. 211; 75 J. P. 442; 9 L. G. R. 958; 27 T. L. R. 465 314

London County Council *v.* Jones, [1912] 2 K. B. 504; 81 L. J. K. B. 948; 106 L. T. 872; 76 J. P. 293; 10 L. G. R. 471 . . 220

London County Council *v.* Kirk, [1912] 1 K. B. 345; 81 L. J. K. B. 278; 106 L. T. 572; 10 L. G. R. 225; 76 J. P. 122; 28 T. L. R. 182; 22 Cox C. C. 733 312

London County Council *v.* Payne (No. 2), [1905] 1 K. B. 410; 74 L. J. K. B. 108; 92 L. T. 120; 53 W. R. 319; 69 J. P. 80; 3 L. G. R. 118; 20 Cox C. C. 768; 21 T. L. R. 162 688

London County Council *v.* Turner, 1912, 105 L. T. 380; 9 L. G. R. 1155; 75 J. P. 551; 22 Cox C. C. 593 313

London County Council *v.* Watney, [1909] 1 K. B. 637; 78 L. J. K. B. 421; 100 L. T. 336; 73 J. P. 202; 53 S. J. 303 . . 453

London County Council *v.* Welford's Surrey Dairies, [1913] 2 K. B. 529; 82 L. J. K. B. 669; 108 L. T. 998; 77 J. P. 206; 11 L. G. R. 831; 23 Cox C. C. 428; 29 T. L. R. 438 626

London Furnishing Co. *v.* Solomon, 1912, 106 L. T. 371; 28 T. L. R. 265 256

London General Omnibus Co. *v.* Holloway, [1912] 2 K. B. 72; 81 L. J. K. B. 603; 106 L. T. 502 375

London, Gloucestershire and North Hants Dairy Co. *v.* Morley, [1911] 2 K. B. 257, 1143; 80 L. J. K. B. 908, 1361; 104 L. T. 773; 105 L. T. 658; 75 J. P. 437, 548 . 525

London United Tramways Act, 1900, *In re*, [1906] 1 Ch. 534 . 422

London United Tramways *v.* Brentford Union, 1907, 96 L. T. 528; 5 L. G. R. 682 . . . 158

Long-Sutton, In the Goods of, [1912] P. 97; 81 L. J. P. 28; 106 L. T. 643; 86 S. J. 293 . 227

Loraine *v.* Loraine, [1912] P. 222; 82 L. J. P. 22; 107 L. T. 363; 56 S. J. 687; 28 T. L. R. 534 . 622

Lord Advocate *v.* Heywood-Lonsdale, 1906, 8 F. 724 . . . 222

Lord Advocate *v.* Huron and Erie Loan and Savings Co., [1911] S. C. 612 151

Louisiana and Southern States Real Estate Co., *In re*, [1909]

2 Ch. 552; 79 L. J. Ch. 17; 101 L. T. 495 132
Lovell & Christmas *v.* Wall, 1911, 104 L. T. 85; 27 T. L. R. 236 . 607
Low *v.* General Steam Fishing Co., [1909] A. C. 523; 78 L. J. P. C. 148; 101 L. T. 401; 53 S. J. 763; 25 T. L. R. 787 286
Lowe *v.* Moore, 1906, 22 T. L. R. 640 184
Lowery *v.* Walker, [1911] A. C. 13; 80 L. J. K. B. 138; 103 L. T. 674; 55 S. J. 62; 27 T. L. R. 83 . . . 8, 21, 414, 503
Luby *v.* Warwickshire Miners' Association, [1912] 2 Ch. 371; 81 L. J. Ch. 741; 107 L. T. 452; 56 S. J. 670; 28 T. L. R. 509 676
Lucas and Chesterfield Gas and Water Board, *In re*, [1909] 1 K. B. 16; 77 L. J. K. B. 1009; 99 L. T. 767; 72 J. P. 437; 6 L. G. R. 1106; 24 T. L. R. 858 . . 421
Luckwill *v.* Auchen Steamship Co., 1913, 108 L. T. 52; [1913] W. C. & I. Rep. 107; 12 Asp. M. C. 286 301
Ludlow *v.* Pike, [1904] 1 K. B. 531; 73 L. J. K. B. 531 . . 660
Lumsden *v.* Inland Revenue Commissioners, [1913] 3 K. B. 809; 82 L. J. K. B. 1225; 109 L. T. 351; 29 T. L. R. 759 . . 424
Lunnie *v.* Glasgow and South-Western Rly., 1906, 8 F. 546 . 274
Lupton, *In re;* Lupton, *Ex parte*, 1911, 55 S. J. 717 . . . 62
Lupton, *In re;* Official Receiver, *Ex parte*, [1912] 1 K. B. 107; 81 L. J. K. B. 177; 105 L. T. 726; 19 Mans. 26; 56 S. J. 205; 28 T. L. R. 45 70
Lupton, In the Goods of, [1905] P. 321; 74 L. J. P. 162; 94 L. T. 100 584
Lurcott *v.* Wakely, [1911] 1 K. B. 905; 80 L. J. K. B. 713; 104 L. T. 290; 55 S. J. 290 . . 417
Lush and Co., *In re*, 1913, 108 L. T. 450; 57 S. J. 341 . . 233
Lyall *v.* Broadwood; Broadwood, *In re*, [1911] 1 Ch. 277; 80 L. J. Ch. 202; 104 L. T. 49 . 445
Lyderhorn Sailing Ship Co. *v.* Duncan, [1909] 2 K. B. 929; 79 L. J. K. B. 105; 102 L. T. 462; 11 Asp. 384; 15 Com. Cas. 193; 26 T. L. R. 301 109
Lyons *v.* London Corporation, [1909] 2 K. B. 588; 78 L. J. K. B. 915; 101 L. T. 206; 73 J. P. 373; 7 L. G. R. 811; 25 T. L. R. 636 603
Lyttleton Times Co. *v.* Warners, [1907] A. C. 476; 76 L. J. P. C. 100; 97 L. T. 496; 23 T. L. R. 751 506

M

M. *v.* M., 1906, 22 T. L. R. 325 84, 522
M. *v.* M., 1906, 22 T. L. R. 719 . 509
Maass *v.* Gas Light and Coke Co., [1911] 2 K. B. 543; 80 L. J. K. B. 1313; 104 L. T. 767; 55 S. J. 566; 27 T. L. R. 473 . 413
Mabe *v.* Connor, [1909] 1 K. B. 515; 78 L. J. Ch. 342; 100 L. T. 449; 73 J. P. 100; 25 T. L. R. 217 180
Mac, The, 1882, 7 P. D. 126; 51 L. J. Adm. 81; 46 L. T. 907; 4 Asp. M. C. 555 . 115, 277, 613
Macbeth *v.* Chislett, [1910] A. C. 220; 79 L. J. K. B. 376; 102 L. T. 82; 54 S. J. 268; 26 T. L. R. 268 275
Macbeth *v.* Maritime Insurance Co., [1908] A. C. 144; 77 L. J. K. B. 498; 98 L. T. 594; 11 Asp. 52; 13 Com. Cas. 223; 24 T. L. R. 403 474
Macbeth *v.* North and South Wales Bank. *See* North and South Wales Bank *v.* Macbeth.
M'Cartan *v.* Belfast Harbour Commissioners, [1911] 2 Ir. R. 143 . 274
M'Carthy *v.* Capital and Counties Bank, [1911] 2 K. B. 1088; 81 L. J. K. B. 14; 105 L. T. 327; 18 Mans. 343 531
M'Clelland *v.* Manchester Corporation, [1912] 1 K. B. 118; 81 L. J. K. B. 98; 105 L. T. 707; 76 J. P. 21; 9 L. G. R. 1209; 28 T. L. R. 21 . . . 382, 503
Macclesfield Corporation *v.* Great Central Railway, [1911] 2 K. B. 528; 80 L. J. K. B. 884; 104 L. T. 728; 75 J. P. 369; 9 L. G. R. 682 382
MacColl *v.* Bruce; Walker, *In re*, [1908] 1 Ch. 560; 77 L. J. Ch. 370; 98 L. T. 524 . . . 575
M'Daid *v.* Steel, [1911] S. C. 859 . 285
M'Dermott *v.* *S.S. Tintoretto* (Owners), [1911] A. C. 35; 80 L. J. K. B. 161; 103 L. T. 769; 55 S. J. 124; 27 T. L. R. 149 278, 294
MacDermott's Estate, *In re*, [1912] 1 Ir. R. 166 410
M'Diarmid *v.* Ogilvie, [1913] S. C. 1103 288
M'Donald *v.* *Banana* Steamship, [1908] 2 K. B. 926; 78 L. J. K. B. 26; 99 L. T. 671; 24 T. L. R. 887 283
Macdonald *v.* Wilsons and Clyde Coal Co., [1912] A. C. 513; 81 L. J. P. C. 188; 106 L. T. 905; 56 S. J. 550; 28 T. L. R. 431; [1912] W. C. Rep. 302 . 298

M'Dougall *v.* London and India Docks Co. *See* London and India Docks Co. *v.* M'Dougall.
M'Dougall *v.* M'Dougall, [1911] S. C. 426 277
M'Eneaney *v.* Shelvin, [1912] 1 Ir. R. 278 245
M'Euen, *In re;* M'Euen *v.* Phelps [1913] 2 Ch. 704; 58 S. J. 82; 30 T. L. R. 44 183
M'Ewan *v.* Baird, [1910] S. C. 436 . 304
M'Ewen's Application, *In re*, [1912] 2 Ch. 32; 81 L. J. Ch. 489; 106 L. T. 410; 29 R. P. C. 165; 56 S. J. 308; 28 T. L. R. 258 . . 664
Macfadyen, *In re;* Vizianagaram Mining Co., *Ex parte* (No. 1), [1908] 1 K. B. 675; 77 L. J. K. B. 319; 98 L. T. 220; 15 Mans. 28; 24 T. L. R. 254 . 67
Macfadyen, *In re;* Vizianagaram Mining Co., *Ex parte* (No. 2), [1908] 2 K. B. 817; 77 L. J. K. B. 1027; 99 L. T. 759; 15 Mans. 313 . . . . 67, 74
M'Farland *v.* Bank of Montreal, [1911] A. C. 16; 80 L. J. P. C. 83; 103 L. T. 436; 27 T. L. R. 55 375
M'Feetridge *v.* Stewarts and Lloyds, [1913] S. C. 773 . . 581
M'Ghee *v.* Summerlee Iron Co., [1911] S. C. 870 298
M'Ginn *v.* Udston Coal Co., [1912] S. C. 668; [1912] W. C. Rep. 134 280
M'Glade *v.* Royal London Mutual Insurance Society, [1910] 2 Ch. 169; 79 L. J. Ch. 631; 103 L. T. 155; 17 Mans. 358; 54 S. J. 505; 26 T. L. R. 471 . 370
M'Guigan *v.* Belfast Guardians, 1885, 18 L. R. Ir. 89 . . . 571
M'Guire *v.* Paterson, [1913] S. C. 400; [1913] W. C. & I. Rep. 107 305
M'Inally *v.* Blackledge, [1911] 2 K. B. 432; 80 L. J. K. B. 882; 104 L. T. 642 190
Macintyre *v.* Smith, [1913] S. C. 129 25
Mackay, *In re;* Griessemann *v.* Carr, [1911] 1 Ch. 300; 80 L. J. Ch. 237; 103 L. T. 755 . . 677
Mackay *v.* Rosie, 1911, 105 L. T. 682; 56 S. J. 87 306
Mackay's Trs. *v.* Mackay, [1909] S. C. 139 4
Mackenzie, *In re;* Mackenzie *v.* Edwards-Moss, [1911] 1 Ch. 578; 80 L. J. Ch. 443; 55 S. J. 406; 27 T. L. R. 337 265
M'Kenzie *v.* Chilliwack Corporation, [1912] A. C. 888; 82 L. J. P. C. 22; 107 L. T. 570; 29 T. L. R. 40 504
Mackenzie *v.* Iron Trades Employers' Insurance Association, [1910] S. C. 79 92
M'Kerrell, *In re;* M'Kerrell *v.* Gowans, [1912] 2 Ch. 648; 82 L. J. Ch. 22; 107 L. T. 404; [1913] W. C. Rep. 85 . . 414
Mackie *v.* Fox, 1911, 105 L. T. 523; 75 J. P. 470; 22 Cox C. C. 610 . . . . 371, 652
Mackintosh-Walker *v.* Walker; Walker, *In re*, [1908] 2 Ch. 705; 77 L. J. Ch. 755; 99 L. T. 469 . 158
M'Laren *v.* Caledonian Railway, [1911] S. C. 1075 . . . 285
M'Laren *v.* Public Trustee; Robinson, *In re*, [1911] 1 Ch. 502; 80 L. J. Ch. 381; 104 L. T. 331; 55 S. J. 271 . . . 460, 680
M'Laren *v.* Robinson; Robinson, *In re*, [1911] 1 Ch. 502; 80 L. J. Ch. 381; 104 L. T. 331; 55 S. J. 271 . . . 460, 680
M'Lauchlan *v.* Anderson, [1911] S. C. 529 287
M'Lean *v.* Allan Line Steamship Co., [1912] S. C. 256; [1912] W. C. Rep. 37 305
M'Lean *v.* Johnston, [1913] S. C. (J) 1 372
M'Lean *v.* Moss Bay Iron and Steel Co., [1909] 2 K. B. 521; 78 L. J. K. B. 849; 100 L. T. 871; 25 T. L. R. 633 281
M'Luckie *v.* Watson, [1913] S. C. 975 285
MacMahon *v.* MacMahon, [1913] 1 I. R. 154 590
M'Manus *v.* Fortescue, [1907] 2 K. B. 1; 76 L. J. K. B. 393; 96 L. T. 444; 23 T. L. R. 292 56
M'Millan *v.* Singer Sewing Machine Co., [1913] S. C. 346; [1913] W. C. & I. Rep. 70 . . . 285
M'Nair *v.* Horan, 1904, 91 L. T. 555; 2 L. G. R. 1239; 68 J. P. 518; 20 Cox C. C. 729 . . 7
M'Nally *v.* Furness Withy and Co., [1913] 3 K. B. 605; 82 L. J. K. B. 1310; 109 L. T. 270; [1913] W. C. & I. Rep. 717; 29 T. L. R. 678 . . . 281, 287
Macnamara, *In re;* Hewitt *v.* Jeans, 1911, 104 L. T. 771; 55 S. J. 499 . . . . 154, 568
M'Naughton *v.* Sinclair, [1910] S. C. 980 304
M'Neice *v.* Singer Sewing Machine Co., [1911] S. C. 12 . . . 287
Macpherson's Trs. *v.* Macpherson, [1907] S. C. 1067 23
M'Quiblan *v.* M'Quiblan, [1913] P. 208; 109 L. T. 412; 29 T. L. R. 766 622
Magnus, *In re;* Salaman, *Ex*

parte, [1910] 2 K. B. 1049; 80 L. J. K. B. 71; 103 L. T. 406 . 71

Magrath, *In re;* Histed *v.* Belfast University, [1913] 2 Ch. 331; 82 L. J. Ch. 532; 108 L. T. 1015; 29 T. L. R. 622 . . 107

Maidstone Palace of Varieties, *In re;* Blair *v.* Maidstone Palace of Varieties, [1909] 2 Ch. 283; 78 L. J. Ch. 739; 101 L. T. 458; 16 Mans. 260 600

Mair, *In re;* Williamson *v.* French, [1909] 2 Ch. 280; 78 L. J. Ch. 711; 101 L. T. 70 . . . 674

Mair *v.* Rio Grande Rubber Estates, [1913] A. C. 853; 83 L. J. P. C. 35; 57 S. J. 728; 29 T. L. R. 692 134

Major *v.* Harness; Oddy, *In re*, [1906] 1 Ch. 93; 75 L. J. Ch. 141; 94 L. T. 146; 54 W. R. 291 521

Major *v.* Shrewsbury (Town Clerk), [1909] 1 K. B. 348; 78 L. J. K. B. 108; 99 L. T. 855; 2 Smith, 114; 73 J. P. 26; 7 L. G. R. 65 608

Major *v.* South Kirkby, Featherstone, and Hemsworth Collieries [1913] 2 K. B. 145; 82 L. J. K. B. 452; 108 L. T. 534; [1913] W. C. & I. Rep. 305; 57 S. J. 244; 29 T. L. R. 223 . 290, 301

Malcolm *v.* Bowhill Coal Co., [1910] S. C. 447 298

Malcolm *v.* Spowart, [1913] S. C. 1024 300

Malkin *v.* R., [1906] 2 K. B. 886; 75 L. J. K. B. 884; 95 L. T. 448; 70 J. P. 506; 22 T. L. R. 807 453

Mallam *v.* M'Fie; Clifford, *In re*, [1912] 1 Ch. 29; 81 L. J. Ch. 220; 106 L. T. 14; 56 S. J. 91; 28 T. L. R. 57 . . . 107, 692

Mallinder *v.* Moores, [1912] 2 K. B. 124; 81 L. J. K. B. 714; 106 L. T. 487; [1912] S. C. 57 . 280

Malvern Hills Conservators *v.* Whitmore, 1909, 100 L. T. 841; 73 J. P. 329 487

Manchester, *In re;* Duncannon *v.* Manchester, [1912] 1 Ch. 540; 81 L. J. Ch. 329; 106 L. T. 332; 56 S. J. 429; 28 T. L. R. 241, 260. 221

Manchester and Liverpool District Banking Co., *Ex parte;* Boulter, *In re*, 1911, 55 S. J. 554 . . 61

Manchester Corporation *v.* New Moss Colliery. *See* New Moss Colliery *v.* Manchester Corporation.

Manchester's (Duke) Settlement, *In re*, [1910] 1 Ch. 106; 79 L. J. Ch. 48; 101 L. T. 892; 53 S. J. 868; 26 T. L. R. 5 183

Manchester, Sheffield, and Lincolnshire Rly. *v.* North Central Wagon Co., 1888, 13 App. Cas. 554; 58 L. J. Ch. 219; 59 L. T. 730; 37 W. R. 305 . . . 90

Manchester Ship Canal *v.* London and North-Western Railway, [1911] 1 K. B. 657; 80 L. J. K. B. 676; 104 L. T. 81; 14 Rly. and Can. Traff. Cas. 141 . 594

Manks *v.* Whiteley, [1913] 1 Ch. 581; 82 L. J. Ch. 267; 108 L. T. 450; 57 S. J. 391 . 22, 335

Mann, *In re;* Ford *v.* Mann, [1912] 1 Ch. 388; 81 L. J. Ch. 217; 106 L. T. 64; 56 S. J. 272 . 691

Mansell *v.* Valley Printing Co., [1908] 2 Ch. 441; 77 L. J. Ch. 742; 99 L. T. 464; 24 T. L. R. 802 180

Mansfield *v.* Relf, [1908] 1 K. B. 71; 77 L. J. K. B. 145; 97 L. T. 745; 71 J. P. 556; 24 T. L. R. 79 29

Manson *v.* Forth and Clyde Steamship Co., [1913] S. C. 921; [1913] W. C. & I. Rep. 399 . 286

Marchant, *In re*, [1908] 1 K. B. 998; 77 L. J. K. B. 695; 98 L. T. 823; 24 T. L. R. 375 . . . 21

Marchant *v.* London County Council, [1910] 2 K. B. 379; 79 L. J. K. B. 718; 102 L. T. 917; 74 J. P. 339; 8 L. G. R. 694; 26 T. L. R. 500 314

Maréchal Suchet, The, [1911] P. 1; 80 L. J. P. 51; 103 L. T. 848; 11 Asp. 553; 26 T. L. R. 660 . 662

Margate Corporation *v.* Pettman, 1912, 106 L. T. 104; 10 L. G. R. 147; 76 J. P. 145; 28 T. L. R. 192 . . . . . . 85, 353

Markham *v.* Paget, [1908] 1 Ch. 697; 77 L. J. Ch. 451; 98 L. T. 605; 24 T. L. R. 426 . . 192

Marks *v.* Carne, [1909] 2 K. B. 516: 78 L. J. K. B. 853; 100 L. T. 950; 53 S. J. 561; 25 T. L. R. 620 300

Markt *v.* *Knight S.S.* Co., [1910] 2 K. B. 1021; 79 L. J. K. B. 939; 103 L. T. 369; 11 Asp. 460 523

Marpessa, The, [1907] A. C. 241; 76 L. J. P. 128; 97 L. T. 1; 10 Asp. 464; 23 T. L. R. 572 119, 243

Marreco *v.* Richardson, [1908] 2 Ch. 584; 77 L. J. K. B. 859; 99 L. T. 486; 24 T. L. R. 624 . 462

Marriott *v.* Yeoward, [1909] 2 K. B. 987; 79 L. J. K. B. 114; 101 L. T. 394; 14 Com. Cas. 279; 11 Asp. 306; 53 S. J. 790; 25 T. L. R. 755 526

Marshall *v.* Orient Steam Navigation Co., [1910] 1 K. B. 79; 79 L. J. K. B. 204; 101 L. T.

584; 54 S. J. 64; 26 T. L. R. 70 282

Marshall *v. S.S. Wild Rose* (Owners), [1910] A. C. 486; 79 L. J. K. B. 912; 103 L. T. 114; 11 Asp. 409; 54 S. J. 678; 26 T. L. R. 608 284

Marshall's Valve Gear Co. *v.* Manning, [1909] 1 Ch. 267; 78 L. J. Ch. 46; 100 L. T. 65; 15 Mans. 379; 25 T. L. R. 69 135, 136

Martin *v.* Great Eastern Railway, [1912] 2 K. B. 406; 81 L. J. K. B. 825; 106 L. T. 884 . . . 594

Martin *v.* Manchester Corporation, 1912, 106 L. T. 741; 76 J. P. 251; 10 L. G. R. 996; 28 T. L. R. 344; [1912] W. C. Rep. 289 . 285

Martin *v.* White, [1910] 1 K. B. 665; 79 L. J. K. B. 553; 102 L. T. 23; 74 J. P. 106; 8 L. G. R. 218; 22 Cox C. C. 236; 26 T. L. R. 218 . . . 498, 577

Martineaus *v.* Royal Mail Steam Packet Co., 1912, 106 L. T. 638; 12 Asp. 190; 17 Com. Cas. 176; 56 S. J. 445; 28 T. L. R. 364 . 89

Maryon-Wilson's Estate, *In re*, [1912] 1 Ch. 55; 81 L. J. Ch. 73; 105 L. T. 692; 28 T. L. R. 49 675

Mash *v.* Darley, 1913, 83 L. J. K. B. 78; 58 S. J. 49; 30 T. L. R. 5 9

Mason, *In re;* Mason *v.* Mason, [1910] 1 Ch. 695; 79 L. J. Ch. 605; 102 L. T. 514; 54 S. J. 425 339

Mason *v.* Bolton's Library, [1913] 1 K. B. 83; 82 L. J. K. B. 217; 107 L. T. 673; 57 S. J. 96 . 62

Mason *v.* Grigg, [1909] 2 K. B. 341; 78 L. J. K. B. 819; 101 L. T. 217 184

Mason *v.* Lovatt, 1907, 23 T. L. R. 486 25

Mason *v.* Provident Clothing and Supply Co., [1913] A. C. 724; 82 L. J. K. B. 1153; 109 L. T. 449; 57 S. J. 739; 29 T. L. R. 727 . . . . . . 606, 607

Masson *v.* De Fries, [1909] 2 K. B. 831; 79 L. J. K. B. 24; 101 L. T. 476; 53 S. J. 744; 25 T. L. R. 784 388

Masson *v.* De Fries, [1910] 1 K. B. 535; 79 L. J. K. B. 392; 102 L. T. 155; 54 S. J. 304 . 186, 655

Master's Settlement, *In re*, [1911] 1 Ch. 321; 80 L. J. Ch. 190; 103 L. T. 899; 55 S. J. 170 . 576

Matthews *v.* Gray, [1909] 2 K. B. 89; 78 L. J. K. B. 545; 100 L. T. 907; 73 J. P. 303; 25 T. L. R. 476 347

Matthews *v.* Matthews, [1912] 3 K. B. 91; 81 L. J. K. B. 970; 107 L. T. 56; 76 J. P. 315; 22 Cox. C. C. 65; 28 T. L. R. 421. 653

Matthews *v.* Ruggles Brise, [1911] 1 Ch. 194; 80 L. J. Ch. 42; 103 L. T. 491 674

Matthews *v.* Smallwood, [1910] 1 Ch. 777; 79 L. J. Ch. 322; 102 L. T. 228 189, 416, 420, 495, 507, 680

Mattinson *v.* Binley, [1908] 2 K. B. 534; 77 L. J. K. B. 832; 99 L. T. 53; 72 J. P. 346; 6 L. G. R. 760; 21 Cox C. C. 636; 24 T. L. R. 671 94

May *v.* Beeley, [1910] 2 K. B. 722; 79 L. J. K. B. 852; 102 L. T. 326; 74 J. P. 111; 9 L. G. R. 166; 22 Cox C. C. 306 . . 652

May *v.* Waters, [1910] 1 K. B. 431; 79 L. J. K. B. 250; 102 L. T. 180; 74 J. P. 125; 26 T. L. R. 239 372

Maybery *v.* Lightfoot; Watkins, *In re*, [1912] 2 Ch. 430; 81 L. J. Ch. 822; 107 L. T. 450 . . 691

Mayne, *In re;* Official Receiver, *Ex parte*, [1907] 2 K. B. 899; 76 L. J. K. B. 1086; 97 L. T. 644; 14 Mans. 261; 23 T. L. R. 758 68

Measures Brothers, Ltd. *v.* Measures, [1910] 2 Ch. 248; 79 L. J. Ch. 707; 102 L. T. 794; 18 Mans. 40; 54 S. J. 521; 26 T. L. R. 488 . . . . . . 135, 606

Meech, *In re;* Butchers' Company *v.* Rutland, [1910] 1 Ch. 426; 79 L. J. Ch. 209 106

Mégret, *In re*, [1901] 1 Ch. 547; 70 L. J. Ch. 451; 84 L. T. 192 . 265

Mehamed Ben Romdan, *Ex parte;* R. *v.* Brixton Prison (Governor), [1912] 3 K. B. 190; 81 L. J. K. B. 1128; 76 J. P. 391; 28 T. L. R. 530 241

Meier *v.* Dublin Corporation, [1912] 2 Ir. R. 129 . . . 300

Mellison, *In re;* Day, *Ex parte*, [1906] 2 K. B. 68; 75 L. J. K. B. 595 79

Mellor *v.* South Australian Land and Mortgage Co.; King, *In re*, [1907] 1 Ch. 72; 76 L. J. Ch. 44; 95 T. L. 724 338

Mendl *v.* Ropner, [1913] 1 K. B. 27; 82 L. J. K. B. 75; 107 L. T. 699; 18 Com. Cas. 29; 12 Asp. M. C. 268; 57 S. J. 130; 29 T. L. R. 37 109

Mentors, Ltd. *v.* Evans, [1912] 3 K. B. 174; 81 L. J. K. B. 1111; 107 L. T. 82; 56 S. J. 502 . 186

Mentz, Decker & Co. *v.* Maritime Insurance Co., [1910] 1 K. B. 132; 79 L. J. K. B. 104; 101

L. T. 808; 15 Com. Cas. 17; 11 Asp. 339 254
Mercantile S. S. Co. *v.* Hall, [1909] 2 K. B. 423; 78 L. J. K. B. 812; 100 L. T. 885; 11 Asp. 273; 14 Com. Cas. 208; 53 S. J. 562; 25 T. L. R. 623 198
Merchiston Steamship Co. *v.* Turner, [1910] 2 K. B. 923; 80 L. J. K. B. 145; 102 L. T. 363; 11 Asp. 487 395
Merrick *v.* Liverpool Corporation, [1910] 2 Ch. 449; 79 L. J. Ch. 751; 103 L. T. 399; 6 L. G. R. 966; 74 J. P. 445 . 408, 587, 588
Merrifield *v.* Liverpool Cotton Association, 1911, 105 L. T. 97 . 408
Merriman *v.* Geach, [1913] 1 K. B. 37; 82 L. J. K. B. 87; 107 L. T. 703; 57 S. J. 146 308
Merritt *v.* Boswell; Boswell, *In re*, [1906] 2 Ch. 359; [1907] 1 Ch. 331; 75 L. J. Ch. 234, 658; 94 L. T. 243; 54 W. R. 306; 22 T. L. R. 247 462
Metcalfe, *In re;* Metcalfe *v.* Earle, [1909] 1 Ch. 424; 78 L. J. Ch. 308; 100 L. T. 222 . . . 691
Meter Cabs, Ltd., *In re*, [1911] 2 Ch. 557; 81 L. J. Ch. 82; 105 L. T. 572; 19 Mans. 92; 55 S. J. 36 643
Meters, Ltd. *v.* Metropolitan Gas Co. 1911, 104 L. T. 113; 28 R. P. C. 157 528
Metropolis and Counties Permanent Investment Building Society, *In re*, [1911] 1 Ch. 698; 80 L. J. Ch. 387; 104 L. T. 382 . . . . . 462, 496, 676
Metropolitan Amalgamated Estates, *In re;* Fairweather *v.* Metropolitan Amalgamated Estates, [1912] 2 Ch. 497; 81 L. J. Ch. 745; 107 L. T. 545 . 600
Metropolitan Electric Tramways *v.* Tottenham Urban Council, [1912] 2 K. B. 216; 81 L. J. K. B. 793; 106 L. T. 398; 76 J. P. 193; 10 L. G. R. 286; 56 S. J. 290; 28 T. L. R. 234 . 597
Metropolitan Gas Meters *v.* British, Foreign, and Colonial Automatic Light Controlling Co., [1913] 1 Ch. 150; 82 L. J. Ch. 74; 108 L. T. 151; 29 R. P. C. 680; 57 S. J. 129 529
Metropolitan Railway *v.* London County Council, [1911] A. C. 1; 80 L. J. K. B. 35; 103 L. T. 466; 8 L. G. R. 1055; 75 J. P. 9; 55 S. J. 28 465
Metropolitan Water Board *v.* Avery, 1913, 58 S. J. 171 . . 688
Metropolitan Water Board *v.* Bibbey, [1911] 2 K. B. 74; 80 L. J. B. K. 977; 104 L. T. 812; 75 J. P. 322; 9 L. G. R. 531 . 587
Metropolitan Water Board *v.* Brooks, [1911] 1 K. B. 289; 80 L. J. K. B. 495; 103 L. T. 739; 75 J. P. 41; 9 L. G. R. 422 . 688
Metropolitan Water Board *v.* Brown, [1913] 3 K. B. 181; 82 L. J. K. B. 1024; 109 L. T. 132; 77 J. P. 353; 11 L. G. R. 891; 57 S. J. 625; 29 T. L. R. 588 . 687
Metropolitan Water Board *v.* London, Brighton, and South Coast Rly., [1910] 2 K. B. 890; 79 L. J. K. B. 1179; 103 L. T. 304; 74 J. P. 409; 8 L. G. R. 930; 26 T. L. R. 676 . . 594, 688
Metropolitan Water Board *v.* Phillips, [1913] A. C. 86; 82 L. J. Ch. 89; 107 L. T. 659; 77 J. P. 73; 10 L. G. R. 983; 57 S. J. 95; 29 T. L. R. 71 . 599, 688
Meyers, *In re;* Meyers, *Ex parte*, [1908] 1 K. B. 941; 77 L. J. K. B. 386; 15 Mans. 85 . . . 75
Meyers *v.* Hennell, [1912] 2 Ch. 256; 81 L. J. Ch. 794; 106 L. T. 1016; 76 J. P. 321; 56 S. J. 538; 28 T. L. R. 424 271
Michell's Trusts, *In re*, 1878, 9 Ch. D. 5; 38 L. T. 462; 26 W. R. 762 371
Middleton *v.* Hall, 1913, 108 L. T. 804; 77 J. P. 172 . . . 28
Middleton *v.* Hurst & Middleton; Hurst & Middleton, *In re*, [1912] 2 Ch. 520; 107 L. J. 502; 56 S. J. 652; 28 T. L. R. 500 . . 641
Middleton *v.* Hurst and Middleton; Hurst and Middleton, *In re*, [1912] 2 Ch. 520; 82 L. J. Ch. 114; 107 L. T. 502; 56 S. J. 652; 28 T. L. R. 500 . . . 641
Midgley, *In re*, 1913, 108 L. T. 45; 57 S. J. 247 . . . . 63, 64
Midland Express, Ltd., *In re;* Pearson *v.* Midland Express Ltd., 58 S. J. 47; 30 T. L. R. 38 236
Milan, The, 1863, Lush, 388; 31 L. J. Adm. 105 118
Milch *v.* Coburn, 1910, 55 S. J. 170; 27 T. L. R. 170 156
Milch *v.* Frankau, [1909] 2 K. B. 100; 78 L. J. K. B. 560; 100 L. T. 1002; 53 S. J. 577; 25 T. L. R. 498 . . . . 654, 660
Millar *v.* Refuge Assurance Co., [1912] S. C. 37 . . . 287, 289
Millar & Lang *v.* Polak, [1908] 1 Ch. 433; 77 L. J. Ch. 241; 98 L. T. 378; 24 T. L. R. 288 . 180
Millard *v.* Allwood, [1912] 1 K. B. 590; 81 L. J. K. B. 514; 106 L. T. 111; 10 L. G. R. 127; 76 J. P. 139; 22 Cox C. C. 676 . 471

Miller, *In re*; Furniture and Fine Arts Depositories, *Ex parte*, [1912] 3 K. B. 1; 81 L. J. K. B. 1180; 107 L. T. 417; 19 Mans. 354; 56 S. J. 634 62

Mills, *In re*, [1906] 1 K. B. 389; 75 L. J. K. B. 247; 94 L. T. 41; 54 W. R. 322; 13 Mans. 9 . 65, 198

Mills *v.* Johnston; Johnston, *In re*, 1912, 105 L. T. 701 678

Mills *v.* United Counties Bank, [1912] 1 Ch. 231; 81 L. J. Ch. 210; 105 L. T. 742; 28 T. L. R. 40 683

Milne *v.* Douglas, [1912] S. C. 635 367

Milton *v.* Studd, [1910] 2 K. B. 118; 79 L. J. K. B. 638; 102 L. T. 573; 74 J. P. 217; 26 T. L. R. 392 86

Minerals Separation *v.* Ore Concentration Co., [1909] 1 Ch. 744; 78 L. J. Ch. 604; 100 L. T. 753 528

Minford *v.* Carse, [1912] 2 Ir. R. 245 417

Minturn *v.* Barry. *See* Barry *v.* Minturn.

Minturn *v.* Barry, [1912] 3 K. B. 510; 81 L. J. K. B. 1235; 106 L. T. 923; 10 L. G. R. 884 . 526

Minty *v.* Bourne; Davidson, *In re*, [1909] 1 Ch. 567; 78 L. J. Ch. 437; 99 L. T. 222; 24 T. L. R. 760 . . . . . . 106, 692

Mirrlees' Charity, *In re*; Mitchell *v.* Att.-Gen., [1910] 1 Ch. 163; 79 L. J. Ch. 73; 101 L. T. 549; 26 T. L. R. 77 105

Mitcham Common Conservators *v.* Cox, [1911] 2 K. B. 854; 80 L. J. K. B. 1188; 104 L. T. 824; 75 J. P. 471; 9 L. G. R. 843; 27 T. L. R. 492 520

Mitchell, *In re*; Freelove *v.* Mitchell, [1913] 1 Ch. 201; 82 L. J. Ch. 121; 108 L. T. 34; 57 S. J. 213 580

Mitchell *v.* Att.-Gen.; Mirrlees' Charity, *In re*, [1910] 1 Ch. 163; 79 L. J. Ch. 73; 101 L. T. 549; 26 T. L. R. 77 105

Mitchell *v.* Castle; Castle, *In re*, 1906, 94 L. T. 396 420

Mitchinson *v.* Day, [1913] 1 K. B. 603; 82 L. J. K. B. 421; 108 L. T. 193; [1913] W. C. & I. Rep. 324; 57 S. J. 300; 29 T. L. R. 267 284

Moel Tryvan Ship Co. *v.* Weir, [1910] 2 K. B. 844; 79 L. J. K. B. 898; 103 L. T. 161; 15 Com. Cas. 307; 11 Asp. M. C. 469 109

Molineux *v.* Evered; Evered, *In re*, [1910] 2 Ch. 147; 79 L. J. Ch. 465; 102 L. T. 694; 54 S. J. 540 574

Molloy *v.* Mutual Reserve Life Insurance Co., 1906, 94 L. T. 756; 22 T. L. R. 525 . . . 461

Monckton *v.* Stickey, [1913] 3 K. B. 377; 82 L. J. K. B. 992; 109 L. T. 142; 77 J. P. 368; 11 L. G. R. 612; 23 Cox. C. C. 474 672

Monica, The, [1912] P. 147; 81 L. J. P. 92; 106 L. T. 349; 12 Asp. M. C. 164; 28 T. L. R. 154 577

Monro *v.* Central Creamery Co., [1912] 1 K. B. 578; 81 L. J. K. B. 578; 106 L. T. 114; 10 L. G. R. 134; 76 J. P. 131; 10 L. G. R. 134; 22 Cox C. C. 682 471

Montague *v.* Davies, [1911] 2 K. B. 595; 80 L. J. K. B. 1131; 104 L. T. 645 622

Moody, *In re*; Woodruffe *v.* Moody, [1895] 1 Ch. 101; 64 L. J. Ch. 174; 72 L. T. 190; 43 W. R. 462 447

Moody *v.* Tree, 1892, 9 R. P. C. 333 247

Moon, *In re*; Holmes *v.* Holmes, [1907] 2 Ch. 304; 76 L. J. Ch. 535; 97 L. T. 748 . . . 29

Moore *v.* Manchester Liners, [1910] A. C. 498; 79 L. J. K. B. 1175; 103 L. T. 226; 54 S. J. 703; 26 T. L. R. 618 . . . . 284, 286

Moore *v.* Naval Colliery Co., [1912] 1 K. B. 28; 81 L. J. K. B. 149; 105 L. T. 838; [1912] W. C. Rep. 81 289

Moore *v.* Somerset; Donald, *In re*, [1909] 2 Ch. 410; 78 L. J. Ch. 761; 101 L. T. 377; 53 S. J. 673 . . . 106, 658, 684

Moore and Hulm's Contract, *In re*, [1912] 2 Ch. 105; 81 L. J. Ch. 503; 106 L. T. 330; 56 S. J. 89 . . . . . 495, 614

Moore Line, Ltd. *v.* Distillers Co., [1912] S. C. 514 244

Moran *v.* Jones, 1911, 104 L. T. 921; 22 Cox C. C. 474; 75 J. P. 411; 27 T. L. R. 421 . . 681

Mordaunt *v.* British Oil and Cake Mills, Ltd., [1910] 2 K. B. 502; 79 L. J. K. B. 967; 103 L. T. 217; 15 Com. Cas. 285; 54 S. J. 654 612

Morgan *v.* Dixon, [1912] A. C. 74; 81 L. J. P. C. 57; 105 L. T. 678; 56 S. J. 88; 28 T. L. R. 64 290

Morgan *v.* Jeffreys, [1910] 1 Ch. 620; 79 L. J. Ch. 360; 74 J. P. 154; 26 T. L. R. 324 . . . 492

Morley *v.* Bevington, 1905, 93 L. T. 768; 22 T. L. R. 28 186

Morpeth Rural Council *v.* Bullocks

Hall Colliery Co., [1913] 2 K. B. 7; 82 L. J. K. B. 547; 108 L. T. 479; 77 J. P. 188; 11 L. G. R. 475; 57 S. J. 373; 29 T. L. R. 297 384

Morrell *v.* Studd, [1913] 2 Ch. 648; 109 L. T. 628; 58 S. J. 12 . 368

Morris, *In re*, [1912] 1 Ch. 730; 81 L. J. Ch. 451; 106 L. T. 553 . 467

Morris *v.* Carnarvon County Council, [1910] 1 K. B. 840; 79 L. J. K. B. 760; 102 L. T. 524; 74 J. P. 201; 8 L. G. R. 485; 54 S. J. 443; 26 T. L. R. 391 . 269

Morris *v.* Godfrey, 1912, 106 L. T. 890; 76 J. P. 297; 23 Cox. C. C. 40; 28 T. L. R. 401 . . . 373

Morris *v.* Loughborough Corporation, [1908] 1 K. B. 205; 77 L. J. K. B. 91; 99 L. T. 269; 71 J. P. 521; 6 L. G. R. 55 . 273

Morris *v.* Shrewsbury (Town Clerk), [1909] 1 K. B. 342; 78 L. J. K. B. 234; 99 L. T. 964; 21 Cox C. C. 751; 2 Smith, 123; 73 J. P. 28; 7 L. G. R. 125 . 366

Morris *v.* Woore; Boxer, *In re*, [1910] 2 Ch. 69; 79 L. J. Ch. 492; 103 L. T. 126 . . . 227

Morrison & Co., *In re*, 1912, 106 L. T. 731 146

Mortimer *v.* Mortimer; Jacob, *In re*, [1907] 1 Ch. 445; 76 L. J. Ch. 217; 96 L. T. 362 . . 575

Mortimer *v.* Secretan, [1909] 2 K. B. 77; 78 L. J. K. B. 521; 100 L. T. 721 304

Mosely *v.* Koffyfontein Mines, Ltd. *See* Koffyfontein Mines *v.* Mosely.

Moses, *In re;* Moses *v.* Valentine, [1908] 2 Ch. 235; 77 L. J. Ch. 783; 99 L. T. 519 . . . 444

Moses *v.* Iggo, [1906] 1 K. B. 516; 75 L. J. K. B. 331; 94 L. T. 548; 70 J. P. 251 . . . 612

Moses *v.* Raywood, [1911] 2 K. B. 271; 80 L. J. K. B. 823; 105 L. T. 76; 75 J. P. 263; 22 Cox C. C. 516 613

Moss *v.* Elphick, [1910] 1 K. B. 846; 79 L. J. K. B. 631; 102 L. T. 639 525

Moss *v.* Gallimore, 1779, 1 Doug. 279 418

Moss *v.* Great Eastern Rly., [1909] 2 K. B. 274; 78 L. J. K. B. 1048; 100 L. T. 747; 25 T. L. R. 466 306

Moss Steamship Co. *v.* Whinney, [1912] A. C. 254; 81 L. J. K. B. 674; 105 L. T. 305; 12 Asp. M. C. 25; 16 Com. Cas. 247; 55 S. J. 631; 27 T. L. R. 513 . 600

Moult *v.* Halliday, [1898] 1 Q. B. 125; 67 L. J. Q. B. 451; 77 L. T. 794; 46 W. R. 318; 62 J. P. 8 479

Mount Edgcumbe *v.* Inland Revenue Commissioners, [1911] 2 K. B. 24; 80 L. J. K. B. 503; 27 T. L. R. 298 646

Mowlem *v.* Dunne, [1912] 2 K. B. 136; 81 L. J. K. B. 777; 106 L. T. 611 304

Mozley-Stark *v.* Mozley-Stark, [1910] P. 190; 79 L. J. P. 98; 101 L. T. 770; 26 T. L. R. 194 . 522

Mudge, *In re*, [1913] 2 Ch. 92; 82 L. J. Ch. 381; 108 L. T. 950; 57 S. J. 578; reversed C. A., 58 S. J. 117 622

Mudlark, The, [1911] P. 116; 80 L. J. P. 117; 27 T. L. R. 385 115, 277, 463, 613

Muir *v.* Jenks, [1913] 2 K. B. 412; 82 L. J. K. B. 703; 108 L. T. 747; 57 S. J. 476 . . . 415

Mullholland *v.* Whitehaven Colliery Co., [1910] 2 K. B. 278; 79 L. J. K. B. 987; 102 L. T. 663; 26 T. L. R. 462 . . . 292, 303

Mulrooney *v.* Todd, [1909] 1 K. B. 165; 78 L. J. K. B. 145; 100 L. T. 99; 73 J. P. 73; 25 T. L. R. 103 300

Murgatroyd *v.* Wright, [1907] 2 K. B. 333; 76 L. J. K. B. 747; 97 L. T. 108; 14 Mans. 201; 23 T. L. R. 517 611

Murphy *v.* Deichler, [1909] A. C. 446; 78 L. J. P. C. 159; 101 L. T. 143; 53 S. J. 671; 25 T. L. R. 719 575

Murphy *v.* R., [1911] A. C. 401; 80 L. J. P. C. 121; 104 L. T. 788; 75 J. P. 417; 9 L. G. R. 675; 55 S. J. 518; 27 T. L. R. 453 518

Murray *v.* Denholm, [1911] S. C. 1087 . . . . . . 285, 286

Murrayfield Real Estate Co. *v.* Edinburgh Magistrates, [1912] S.C. 217 388

Murtagh *v.* Barry, 1890, 24 Q. B. D. 632; 59 L. J. Q. B. 388; 38 W. R. 526 192

Myers *v.* Molesworth; Ford, *In re*, [1911] 1 Ch. 455; 80 L. J. Ch. 355; 104 L. T. 245 . . . 23

N

N. *v.* N., [1913] P. 75; 82 L. J. P. 1913; 108 L. T. 271; 57 S. J. 343; 29 T. L. R. 321 . 263, 415

Nador, The, [1909] P. 300; 78 L. J. P. 106; 11 Asp. 283 . . 118

Napier *v.* Williams, [1911] 1 Ch. 361; 80 L. J. Ch. 298; 104 L. T. 380; 55 S. J. 235 . . 155

Nash, *In re;* Cook *v.* Frederick, [1910] 1 Ch. 1; 79 L. J. Ch. 1;

101 L. T. 837; 54 S. J. 48; 26 T. L. R. 57 . . . 155, 171, 573

Nash *v.* Inman, [1908] 2 K. B. 1; 77 L. J. K. B. 626; 98 L. T. 658; 24 T. L. R. 401 . . . 404

Nash *v.* Layton, [1911] 2 Ch. 71; 80 L. J. Ch. 636; 104 L. T. 834 412

Natal Bank *v.* Rood, [1910] A. C. 570; 80 L. J. P. C. 22; 103 L. T. 229; 26 T. L. R. 622 . . 610

Nathan *v.* Ogdens, 1905, 94 L. T. 126; 22 T. L. R. 57 4

National Bank of Scotland *v.* Shaw, [1913] S. C. 133 . 658, 684

National Insurance Act, *In re* (Officers of South Dublin; Union), [1913] 1 I. R. 244 [1913] W. C. & I. Rep. 245 . 410

National Insurance Act, *In re* (Pupil Teachers and Monitors), [1913] 1 I. R. 219; [1913] W. C. & I. Rep. 366 . . . 410

National Motor Mail Coach Co., *In re* (No. 1), [1908] 2 Ch. 515; 77 L. J. Ch. 790; 99 L. T. 632; 15 Mans. 362 577

National Motor Mail Coach Co., *In re* (No. 2), [1908] 2 Ch. 228; 77 L. J. Ch. 796; 99 L. T. 334; 15 Mans. 373 132

National Phonograph Co. of Australia *v.* Menck, [1911] A. C. 336; 80 L. J. P. C. 105; 104 L. T. 5; 28 R. P. C. 229; 27 T. L. R. 239 528

National Protector Fire Insurance Co. *v.* Nivert, [1913] A. C. 507; 82 L. J. P. C. 95; 108 L. T. 390; [1913] W. C. & I. Rep. 363; 29 T. L. R. 363 347

National Provincial Bank of England *v.* Glanusk, [1913] 3 K. B. 335; 82 L. J. K. B. 1033; 109 L. T. 103; 29 T. L. R. 593 . 376

National Starch Co., *In re*, [1908] 2 Ch. 698; 78 L. J. Ch. 34; 99 L. T. 724; 25 T. L. R. 13 . . 664

National Telephone Co. *v.* Inland Revenue Commissioners, [1900] A. C. 1; 69 L. J. Q. B. 43; 81 L. T. 546; 48 W. R. 210; 64 J. P. 420 647

National Telephone Co. *v.* Postmaster-General (No. 2) [1913] A. C. 546; 82 L. J. K. B. 1197; 109 L. T. 562; 57 S. J. 661; 29 T. L. R. 637 . . . 20, 657

Naylor *v.* Kettle; Soper, *In re*, [1912] 2 Ch. 467; 81 L. J. Ch. 826; 107 L. T. 525 506

Neale *v.* Birmingham Tramways Co., [1910] 2 Ch. 464; 79 L. J. Ch. 683; 103 L. T. 59; 54 S. J. 651; 26 T. L. R. 588 . . . 131

Neate *v.* Wilson, [1912] 1 K. B. 445; 81 L. J. K. B. 409; 106 L. T. 269; 76 J. P. 79 . . 615

Nelson & Co., *In re*, [1905] 1 Ch. 551; 74 L. J. Ch. 290; 92 L. T. 404; 53 W. R. 361; 12 Mans. 54; 21 T. L. R. 274 . . . 459

Nelson & Co., *In re*, 1906, 22 T. L. R. 406 459

Nelson *v.* Nelson Line, [1906] 2 K. B. 217; 75 L. J. K. B. 895; 95 L. T. 180; 54 W. R. 546; 11 Com. Cas. 228; 10 Asp. 265; 22 T. L. R. 630 580

Nelson *v.* Nelson & Sons Ltd., [1913] 2 K. B. 471; 82 L. J. K. B. 827; 108 L. T. 719; 57 S. J. 501; 20 Mans. 161; 29 T. L. R. 461 138

Nelson *v.* Summerlee Iron Co., [1910] S. C. 360 298

Nelson Line *v.* Nelson, [1908] A. C. 16; 77 L. J. K. B. 82; 97 L. T. 812; 13 Com. Cas. 104; 10 Asp. 581; 24 T. L. R. 114 . . . 109

Nettleingham *v.* Powell, 1912, 82 L. J. K. B. 54; 29 T. L. R. 88 . . . . . . 291, 292

Nettleingham *v.* Powell, [1913] 3 K. B. 209; 82 L. J. K. B. 911; 108 L. T. 912; [1913] W. C. & I. Rep. 424; 57 S. J. 593; 29 T. L. R. 577 291

Neuchatel Asphalte Co.'s Application, *In re* [1913] 2 Ch. 291; 82 L. J. Ch. 414; 108 L. T. 966; 30 R. P. C. 349; 57 S. J. 611; 29 T. L. R. 505 663

Neumann *v.* Neumann, 1913, 108 L. T. 48; 57 S. J. 228; 29 T. L. R. 213 606

Nevill *v.* Studdy, 1906, 94 L. T. 391; 22 T. L. R. 349 . . . 586

Neville, *Ex parte;* R. *v.* Monmouthshire JJ., 1913, 30 T. L. R. 26 452

Newdegate *v.* Newdigate Colliery; Newdigate Colliery, *In re*, [1912] 1 Ch. 468; 81 L. J. Ch. 235; 106 L. T. 133; 19 Mans. 155; 28 T. L. R. 207 601

Newdigate Colliery, *In re;* Newdegate *v.* Newdigate Colliery, [1912] 1 Ch. 468; 81 L. J. Ch. 235; 106 L. T. 133; 19 Mans. 155; 28 T. L. R. 207 . . . 601

New De Kaap, Ltd., *In re*, [1908] 1 Ch. 589; 77 L. J. Ch. 374; 98 L. T. 665; 15 Mans. 149 . 149

New Fenix Compagnie Anonyme D'Assurances de Madrid *v.* General Accident, Fire, and Life Assurance Corporation, [1911] 2 K. B. 619; 80 L. J. K. B. 1301; 105 L. T. 469 615

New London and Suburban Omnibus Co., *In re;* Appleyard *v.* New London and Suburban Omnibus Co., [1908] 1 Ch. 621; 77 L. J.

Ch. 358; 98 L. T. 663; 15 Mans. 154 . . . 233

Newey, *In re*; Whiteman, *Ex parte*, 1913, 107 L. T. 832; 57 S. J. 174 . . . 76

Newman *v.* Oughton, [1911] 1 K. B. 792; 80 L. J. K. B. 673; 104 L. T. 211; 55 S. J. 272; 27 T. L. R. 254 . . . 490

New Mining and Exploring Syndicate *v.* Chalmers, [1912] S. C. 126 . . . 524

New Monckton Collieries, Ltd. *v.* Keeling, [1911] A. C. 648; 80 L. J. K. B. 1205; 105 L. T. 337; 55 S. J. 687; 27 T. L. R. 551 . 281

New Moss Colliery *v.* Manchester Corporation, [1908] A. C. 117; 77 L. J. Ch. 392; 98 L. T. 467; 72 J. P. 169; 6 L. G. R. 809; 24 T. L. R. 386 . 421, 487, 488

Newquay Urban Council *v.* Rickeard, [1911] 2 K. B. 846; 80 L. J. K. B. 1164; 105 L. T. 519; 9 L. G. R. 1042; 75 J. P. 382 . . . 649

Newsum *v.* James, [1909] 2 K. B. 384; 78 L. J. K. B. 761; 100 L. T. 852; 53 S. J. 521 . . 57

New Westminster Brewery Co., Ltd., *In re*, 1911, 105 L. T. 946; 56 S. J. 141 . . . 130

New York Taxicab Co., *In re*; Sequin *v.* New York Taxicab Co., [1913] 1 Ch. 1; 82 L. J. Ch. 41; 107 L. T. 813; 19 Mans. 389; 57 S. J. 98. . . . 234

New Zealand Official Assignee, *Ex parte*; Anderson, *In re*, [1911] 1 K. B. 896; 80 L. J. K. B. 919; 104 L. T. 221 . . . 582

Nichols and Von Joel's Contract, *In re*, [1910] 1 Ch. 43; 79 L. J. Ch. 32; 101 L. T. 839 . . 683

Nicholson, *In re*; Eade *v.* Nicholson, [1909] 2 Ch. 111; 78 L. J. Ch. 516; 100 L. T. 877 . . 686

Nicholson *v.* Piper, [1907] A. C. 215; 76 L. J. K. B. 856; 97 L. T. 119; 23 T. L. R. 620 . 295

Nicholson *v.* Piper, 1907, 24 T. L. R. 16. . . . 660

Nicolay Belozwetow, The, [1913] P. 1; 82 L. J. P. 37; 107 L. T. 862; 12 Asp. M. C. 279; 29 T. L. R. 160 . . . 567

Nicoll *v.* Strachan, [1913] S. C. (J) 18 . . . 372, 591

Nightingale, *In re*; Bowden *v.* Griffiths, [1909] 1 Ch. 385; 78 L. J. Ch. 196; 100 L. T. 292 . . . 658

Nisbet *v.* Philp; Sale, *In re*, [1913] 2 Ch. 697 . . . 23

Nisbet *v.* Rayne, [1910] 2 K. B. 689; 80 L. J. K. B. 84; 103 L. T. 178; 54 S. J. 719; 26 T. L. R. 632 . . . 286

Nitrate Securities Trust *v.* Williams, 1912, 106 L. T. 730 . 651

Nixon, *In re*; Gray *v.* Bell, [1904] 1 Ch. 638; 73 L. J. Ch. 446 . 338

Noakes *v.* Noakes, [1907] 1 Ch. 64; 76 L. J. Ch. 151; 95 L. T. 606; 71 J. P. 130; 14 Mans. 28; 23 T. L. R. 16 . . . 454

Noden *v.* Galloways, [1912] 1 K. B. 46; 81 L. J. K. B. 28; 105 L. T. 567; 55 S. J. 838; 28 T. L. R. 5 285

Noel *v.* Sandbrook; Sandbrook, *In re*, [1912] 2 Ch. 471; 81 L. J. Ch. 800; 107 L. T. 148; 56 S. J. 721 . . . 154

Nokes *v.* Strong, [1909] 2 K. B. 625; 78 L. J. K. B. 1041; 101 L. T. 318; 73 J. P. 417; 7 L. G. R. 876 . . . 598

Nore *v.* Meyer; Solomon, *In re*, [1912] 1 Ch. 261; 81 L. J. Ch. 169; 105 L. T. 951; 56 S. J. 109; 28 T. L. R. 84; [1913] 1 Ch. 200; 82 L. J. Ch. 160; 108 L. T. 87 . . . 673

Norman *v.* Norman, [1908] P. 6; 77 L. J. P. 8; 98 L. T. 61; 24 T. L. R. 37 . . . 260

Normandy *v.* Ind, Coope & Co., [1908] 1 Ch. 84; 77 L. J. Ch. 82; 97 L. T. 872 15 Mans. 65; 24 T. L. R. 57 . . . 139

North *v.* Percival, [1898] 2 Ch. 128; 67 L. J. Ch. 321; 78 L. T. 615; 46 W. R. 552 . . 183, 644

North and South Wales Bank *v.* Macbeth, [1908] A. C. 137; 77 L. J. K. B. 464; 98 L. T. 470; 13 Com. Cas. 219; 24 T. L. R. 397 . . . . 87, 110, 366

North British Railway *v.* Budhill Coal and Sandstone Co., [1910] A. C. 116; 79 L. J. P. C. 31; 101 L. T. 609; 54 S. J. 79; 26 T. L. R. 79 . . . 487

North Central Wagon Co. *v.* Manchester, etc., Rly. *See* Manchester, Sheffield, and Lincolnshire Rly. *v.* North Central Wagon Co.

North Manchester Overseers *v.* Winstanley. *See* Winstanley *v.* North Manchester Overseers.

North Staffordshire Colliery Owners *v.* North Staffordshire Railway, [1908] 2 K. B. 765; 77 L. J. K. B. 1021; 99 L. T. 652; 13 Rly. and Can. Traff. Cas. 78; 24 T. L. R. 780. . . . 594

Northern Assurance Co. *v.* Farnham United Breweries, [1912] 2 Ch. 125; 81 L. J. Ch. 358; 106 L. T. 527; 19 Mans. 178; 56 S. J. 360; 28 T. L. R. 305 . 228

Northfield Steamship Co. *v.* Compagnie L'Union des Gaz, [1912] 1 K. B. 434; 81 L. J. K. B. 281; 105 L. T. 853; 17 Com. Cas. 74; 12 Asp. M. C. 87; 28 T. L. R. 148 244

Northumberland *v.* Commissioners of Inland Revenue, [1911] 2 K. B. 1011; 81 L. J. K. B. 240; 105 L. T. 485 648

Northumberland and Tynemouth Corporation, *In re*, [1909] 2 K. B. 374; 78 L. J. K. B. 767; 100 L. T. 930; 73 J. P. 326 . . 159

North-Western Rubber Co. and Huttenbach, *In re*, [1908] 2 K. B. 907; 78 L. J. K. B. 51; 99 L. T. 680 . . . . 25, 26

North-Western Salt Co. *v.* Electrolytic Alkali Co., [1913] 3 K. B. 422; 107 J. T. 439 . . . 156

Norton, *In re*; Norton *v.* Norton, [1911] 2 Ch. 27; 80 L. J. Ch. 119; 103 L. T. 821; 55 S. J. 169 548

Norton and Las Casas's Contract, *In re*, [1909] 2 Ch. 59; 78 L. J. Ch. 489; 100 L. T. 881 . . 683

Norton *v.* Norton, [1908] 1 Ch. 471; 77 L. J. Ch. 312; 99 L. T. 257 . 648

Norton *v.* Norton, 1908, 99 L. T. 709 21

Norvell, *Ex parte*; Taylor, *In re*, [1910] 1 K. B. 562; 79 L. J. K. B. 610; 102 L. T. 84; 17 Mans. 145; 54 S. J. 271; 26 T. L. R. 270 77

Nott *v.* Dunsany; Dunsany's Settlement, *In re*, [1906] 1 Ch. 578; 75 L. J. Ch. 356; 94 L. T. 361 621

Nugent *v.* Nugent, [1908] 1 Ch. 546; 77 L. J. Ch. 271; 98 L. T. 354; 24 T. L. R. 296 . . . 600

Nunburnholme, *In re*; Wilson *v.* Nunburnholme, [1912] 1 Ch. 489; 81 L. J. Ch. 347; 106 L. T. 361; 56 S. J. 343 . . 446

Nussey *v.* Provincial Bill Posting Co., [1909] 1 Ch. 734; 78 L. J. Ch. 539; 100 L. T. 687; 53 S. J. 418; 25 T. L. R. 489 . . . 97

Nuttall *v.* Pickering, [1913] 1 K. B. 14; 82 L. J. K. B. 36; 107 L. T. 852; 77 J. P. 30; 10 L. G. R. 1075; 23 Cox. C. C. 263 . 384

O

Oakes *v.* Green, 1908, 23 T. L. R. 560 90

O'Brien *v.* M'Carthy, [1912] 2 Ir. R. 17 367

Ochs *v.* Ochs Brothers, [1909] 2 Ch. 121; 78 L. J. Ch. 555; 100 L. T. 800; 53 S. J. 452 . . . 648

Ocean Accident and Guarantee Corporation *v.* Collum, [1913] 1 I. R. 337 581

O'Connell *v.* Blacklock, [1912] S. C. 640 367

Oddy, *In re*, [1911] 1 Ch. 532; 80 L. J. Ch. 404; 104 L. T. 338; 55 S. J. 348; 27 T. L. R. 312 . 678

Oddy, *In re*; Major *v.* Harness, [1906] 1 Ch. 93; 75 L. J. Ch. 141; 94 L. T. 146; 54 W. R. 291 . 521

Oettinger *v.* Cohn, [1908] 1 K. B. 582; 77 L. J. K. B. 299; 98 L. T. 678; 24 T. L. R. 252 . 645

Official Receiver, *Ex parte*; Bennett, *In re*, [1907] 1 K. B. 149; 76 L. J. K. B. 134; 95 L. T. 887; 14 Mans. 6; 23 T. L. R. 99 70

Official Receiver, *Ex parte*; Broad, *In re*, 1911, 105 L. T. 719; 56 S. J. 35 336

Official Receiver, *Ex parte*; Hall, *In re*, [1907] 1 K. B. 875; 76 L. J. K. B. 546; 97 L. T. 33; 14 Mans. 82; 23 T. L. R. 327 . 69

Official Receiver, *Ex parte*; Lupton, *In re*, [1912] 1 K. B. 107; 81 L. J. K. B. 177; 105 L. T. 726; 19 Mans. 26; 56 S. J. 205; 28 T. L. R. 45 . . . 70

Official Receiver, *Ex parte*; Mayne, *In re*, [1907] 2 K. B. 899; 76 L. J. K. B. 1086; 97 L. T. 644; 14 Mans. 261; 23 T. L. R. 758 68

Official Receiver, *Ex parte*; Pickard, *In re*, [1912] 1 K. B. 397; 81 L. J. K. B. 330; 105 L. T. 832; 19 Mans. 58; 56 S. J. 144. 155

Official Receiver, *Ex parte*; Prigoshen, *In re*, [1912] 2 K. B. 494; 81 L. J. K. B. 1199; 106 L. T. 814; 19 Mans. 323; 56 S. J. 554 . . . . 69, 198

Official Receiver, *Ex parte*; Summers, *In re*, [1907] 2 K. B. 166; 76 L. J. K. B. 707; 96 L. T. 791; 14 Mans. 101; 23 T. L. R. 465 . 78

Official Receiver, *Ex parte*; Tyler, *In re*, [1907] 1 K. B. 865; 76 L. J. K. B. 541; 97 L. T. 30; 14 Mans. 73; 23 T. L. R. 328 . 69

Official Receiver, *Ex parte*; Weighill, *In re*, [1909] 1 K. B. 92; 78 L. J. K. B. 86; 100 L. T. 58; 16 Mans. 335; 25 T. L. R. 62 . 78

Official Receiver, *Ex parte*; Weinberg, *In re*, 1907, 96 L. T. 790; 14 Mans. 277 71

Official Receiver, *Ex parte*; Williams, *In re*, [1913] 2 K. B. 88; 82 L. J. K. B. 459; 108 L. T. 585; 20 Mans. 21; 57 S. J. 285; 29 T. L. R. 243 . 66

Official Receiver *v.* Cooke, [1906]

2 Ch. 661 ; 75 L. J. Ch. 757 ; 13 Mans. 337 70

Official Receiver *v.* Licences Insurance Corporation ; Birkbeck Permanent Benefit Building Society, *In re* [1913] 2 Ch. 34 ; 82 L. J. Ch. 386 ; 108 L. T. 664 ; [1913] W. C. & I. Rep. 566 ; 57 S. J. 559 . . . . . 194, 419

Ogdens *v.* Weinberg, 1906, 95 L. T. 567 ; 22 T. L. R. 729 . . . 30

Ogilvie's Estate, *In re ;* Ogilvie *v.* Massey, [1910] P. 243 ; 79 L. J. P. 113 ; 103 L. T. 154 . . 656

Oliver, *In re ;* Wilson *v.* Oliver, [1908] 2 Ch. 76 ; 77 L. J. Ch. 547 ; 99 L. T. 241 . . . 182

Oliver's Settlement, *In re,* [1905] 1 Ch. 191 ; 73 L. J. Ch. 62 ; 53 W. R. 215 ; 21 T. L. R. 61 . . 271

Olpherts *v.* Coryton, [1913] 1 I. R. 211 . . . . . . 337, 385

Olympic, The, [1913] P. 92 ; 82 L. J. P. 41 ; 108 L. T. 592 ; 12 Asp. M. C. 318 ; 57 S. J. 388 ; 29 T. L. R. 335 685

Omnium Electric Palaces *v.* Baines, 1913, 83 L J. Ch. 519 ; 109 L. T. 206 ; 57 S. J. 714 . . 132

O'Neill *v.* Belfast County Council, [1912] 2 Ir. R. 310 469

O'Neill *v.* Brown, [1913] S. C. 653 ; [1913] W. C. & I. Rep. 235 . . . . . . 283, 297

Oppenheimer, *In re ;* Oppenheimer *v.* Boatman, [1907] 1 Ch. 399 ; 76 L. J. Ch. 287 ; 96 L. T. 631 ; 14 Mans. 139 . . . 23

Oram *v.* Hutt, [1913] 1 Ch. 259 ; 2 L. J. Ch. 152 ; 108 L. T. 410 ; 77 J. P. 110 ; 57 S. J. 159 ; 29 T. L. R. 98 468

Oravia, The, 1907, 10 Asp. 525 ; 97 L. T. 523 ; 23 T. L. R. 663 . 120

Orient Co., *v.* Brekke, [1913] 1 K B. 531 ; 82 L. J. K. B. 427 ; 108 L. T. 507 ; 18 Com. Cas. 101 612

Orleans Motor Co., *In re,* [1911] 2 Ch. 41 ; 80 L. J. Ch. 477 ; 104 L. T. 627 ; 18 Mans. 287 . 229, 233

Orlebar, *In re ;* Wynter *v.* Orlebar, [1908] 1 Ch. 136 ; 77 L. J. Ch. 54 ; 98 L. T. 19 ; 24 T. L. R. 42 225

Ormond *v.* de Launay ; Whiting, *In re,* [1913] 2 Ch. 1 ; 82 L. J. Ch. 309 ; 108 L. T. 629 ; 57 S. J. 461 445

Ormskirk Union, *Ex parte ;* R. *v.* Hatherton, JJ., [1912] 1 K. B. 616 ; 81 L. J. K. B. 894 ; 106 L. T. 579 ; 76 J. P. 177 ; 10 L. G. R. 274 ; 56 S. J. 324 . 55

Orphan Working School and Alexandra Orphanage, *In re,* [1912] 2 Ch. 167 ; 81 L. J. Ch. 627 ; 107 L. T. 254 . . . 421

Orrell Colliery Co. *v.* Schofield, [1909] A. C. 433 ; 78 L. J. K. B. 677 ; 100 L. T. 786 ; 53 S. J. 518 ; 25 T. L. R. 569 . . . 281

Osborn *v.* Osborn, *In re,* [1913] 3 K. B. 862 ; 83 L. J. K. B. 70 ; 109 L. T. 505 642

Osborne *v.* Amalgamated Society of Railway Servants. *See* Amalgamated Society of Railway Servants *v.* Osborne.

Osborne *v.* Amalgamated Society of Railway Servants, [1911] 1 Ch. 540 ; 80 L. J. Ch. 315 ; 104 L. T. 267 ; 27 T. L. R. 289 . 671

O'Shea, *In re ;* Lancaster, *Ex parte,* [1911] 2 K. B. 981 ; 81 L. J. K. B. 70 ; 105 L. T. 486 ; 18 Mans. 349 . . . 373, 491

Otago Farmers' Co-operative Association of New Zealand *v.* Thompson, [1910] 2 K. B. 145 ; 79 L. J. K. B. 692 ; 102 L. T. 711 ; 15 Com. Cas. 28 ; 11 Asp. 403 473

Oulton, *Ex parte ;* R. *v.* Easton, [1913] 2 K. B. 60 ; 82 L. J. K. B. 618 ; 108 L. T. 471 ; 77 J. P. 177 ; 11 L. G. R. 279 ; 57 S. J. 225 ; 29 T. L. R. 200 . 270

Owen, *In re ;* Slater *v.* Owen, [1912] 1 Ch. 519 ; 81 L. J. Ch. 337 ; 106 L. T. 671 ; 56 S. J. 381 182

P

Pacaya Rubber and Produce Co., *In re,* [1913] 1 Ch. 218 ; 82 L. J. Ch. 134 ; 108 L. T. 21 ; 20 Mans. 37 ; 57 S. J. 143 ; 29 T. L. R. 129. 146

Pacific Coast Syndicate, *In re ;* British Columbian Fisheries, *Ex parte,* [1913] 2 Ch. 26 ; 82 L. J. Ch. 404 ; 108 L. T. 823 ; 57 S. J. 518 148

Pacuare, The, [1912] P. 179 ; 81 L. J. P. 143 ; 107 L. T. 252 ; 12 Asp. M. C. 222 . . . 118

Page, *Ex parte ;* Goldburg, *In re,* [1912] 1 K. B. 606 ; 81 L. J. K. B. 663 ; 106 L. T. 431 . . 69

Page, *In re ;* Hill *v.* Fladgate, [1910] 1 Ch. 489 ; 79 L. J. Ch. 482 ; 102 L. T. 388 ; 54 S. J. 305 . 2, 21, 415, 651

Page *v.* Burtwell, [1908] 2 K. B. 758 ; 77 L. J. K. B. 1060 ; 99 L. T. 542 290

Paget *v.* Paget, [1898] 1 Ch. 474 ; 67 L. J. Ch. 266 ; 78 L. T. 306 ; 46 W. R. 472 . . . . 389, 495

Pain *v.* Joseph ; Joseph, *In re,* [1908] 2 Ch. 507 ; 77 L. J. Ch. 832 ; 99 L. T. 539 ; 24 T. L. R. 770 692

Palace Billiard Rooms, Ltd. *v.* City Property Investment Trust Corporation, [1912] S. C. 5 . 132

Palace Hotel, Ltd., *In re,* [1912] 2 Ch. 438; 81 L. J. Ch. 695; 107 L. T. 521; 19 Mans. 295; 56 S. J. 649 131

Palace Shipping Co. *v.* Caine, [1907] A. C. 386; 76 L. J. K. B. 1079; 97 L. T. 587; 13 Com. Cas. 51; 23 T. L. R. 731 . . 199, 309, 479, 605

Palethorpe *v.* Home Brewery, [1906] 2 K. B. 5; 75 L. J. K. B. 555; 94 L. T. 871; 54 W. R. 489; 22 T. L. R. 505 . . . 194

Pallin *v.* Buckland, 1911, 105 L. T. 197; 9 L. G. R. 544; 75 J. P. 362; 22 Cox C. C. 545 . 572

Palmer *v.* Emerson, [1911] 1 Ch. 758; 80 L. J. Ch. 418; 104 L. T. 557; 55 S. J. 365; 27 T. L. R. 320 676

Panagotis *v.* *Pontiac* (Owners), [1912] 1 K. B. 74; 81 L. J. K. B. 286; 105 L. T. 689; 56 S. J. 71; 28 T. L. R. 63; [1912] W. C. Rep. 74 278

Pankhurst *v.* Jarvis, 1909, 101 L. T. 946; 74 J. P. 64; 22 Cox C. C. 228; 26 T. L. R. 118 . 512

Panter, *In re;* Panter-Downes *v.* Balby, 1906, 22 T. L. R. 431 . 445

Paquine *v.* Snary, [1909] 1 K. B. 688; 78 L. J. K. B. 361; 100 L. T. 220; 25 T. L. R. 212 . 654

Paragassu Steam Railroad Co., *In re;* Black & Co.'s Case, 1872, L. R. 8 Ch. 254; 42 L. J. Ch. 404, 442; 28 L. T. 50; 21 W. R. 249 . . . 146, 149

Parbola, Ltd., *In re;* Blackburn *v.* Parbola, Ltd., [1909] 2 Ch. 437; 78 L. J. Ch. 782; 101 L. T. 382; 53 S. J. 697 . . 351

Pardy's Mozambique Syndicate *v.* Alexander, [1903] 1 Ch. 191; 72 L. J. Ch. 104; 88 L. T. 11; 51 W. R. 295 508

Park, *In re;* Bott *v.* Chester, [1910] 2 Ch. 322; 79 L. J. Ch. 502; 102 L. T. 725; 54 S. J. 563 . . . . . . 445, 606

Park *v.* Lawton, [1911] 1 K. B. 588; 80 L. J. K. B. 396; 104 L. T. 184; 75 J. P. 163; 18 Mans. 151; 27 T. L. R. 192 . 138

Park *v.* Royalties Syndicate Ltd., [1912] 1 K. B. 330; 81 L. J. K. B. 313; 106 L. T. 185; 76 J. P. 93; 19 Mans. 97 . . 141

Parker *v.* Jones, [1910] 2 K. B. 32; 79 L. J. K. B. 921; 102 L. T. 685; 26 T. L. R. 453 . 419, 655

Parker *v.* Pout, 1911, 105 L. T. 493 285

Parker *v.* Pullen; Pullen, *In re,* [1910] 1 Ch. 564; 79 L. J. Ch. 303; 102 L. T. 453; 54 S. J. 341 224

Parkes *v.* Dudley JJ. [1913] 1 K. B. 1; 82 L. J. K. B. 337; 107 L. T. 855; 77 J. P. 51; 29 T. L. R. 31 455

Parkinson *v.* Garstang and Knott End Railway, [1910] 1 K. B. 615; 79 L. J. K. B. 380; 102 L. T. 234; 74 J. P. 204; 26 T. L. R. 290 504

Parr *v.* Lancashire and Cheshire Miners' Federation, [1913] 1 Ch. 366; 82 L. J. Ch. 193; 108 L. T. 446; 29 T. L. R. 235 . 671

Parrish *v.* Hackney Corporation, [1912] 1 K. B. 669; 81 L. J. K. B. 304; 105 L. T. 859; 10 L. G. R. 3; 76 J. P. 89; 56 S. J. 140; 28 T. L. R. 110 . 599

Parry *v.* Ocean Coal Co., 1912, 106 L. T. 713; [1912] W. C. Rep. 212 287

Parsons *v.* Barclay, 1910, 26 T. L. R. 628 59

Parsons *v.* Parsons, [1907] P. 331; 76 L. J. P. 159; 23 T. L. R. 749 262

Parsons *v.* Sovereign Bank of Canada, [1913] A. C. 160; 82 L. J. P. C. 60; 107 L. T. 572; 20 Mans. 94; 29 T. L. R. 38 . . . . 235, 236, 600

Partridge *v.* Rhodesia Goldfields, Ltd.; Rhodesia Goldfields, *In re,* [1910] 1 Ch. 239; 79 L. J. Ch. 133; 102 L. T. 126; 17 Mans. 23; 54 S. J. 135 . . 236

Paterson *v.* Moore, [1910] S. C. 29 . 297

Patrick, *In re;* Hall, *Ex parte,* 1912, 107 L. T. 624; 57 S. J. 9 65

Paul, *Ex parte;* R. *v.* Registrar of Companies, [1912] 3 K. B. 23; 81 L. J. K. B. 914; 107 L. T. 62; 28 T. L. R. 457 . . 129

Paul *v.* Hargreaves, [1908] 2 K. B. 289; 77 L. J. K. B. 535; 98 L. T. 751; 72 J. P. 231; 6 L. G. R. 530; 21 Cox C. C. 584; 24 T. L. R. 501 112

Paul's Trustee *v.* Justice, [1912] S. C. 1303 144

Payne *v.* Fortescue, [1912] 3 K. B. 346; 81 L. J. K. B. 1191; 107 L. T. 136; 57 S. J. 80; [1912] W. C. Rep. 386 302

Payne *v.* Grey; Stamford & Warrington (Earl), *In re,* [1911] 1 Ch. 648; 80 L. J. Ch. 361; 105 L. T. 12; 75 J. P. 346; 9 L. G. R. 719; 55 S. J. 154; 27 T. L. R. 356 382

Payne *v.* Grey; Stamford & Warrington (Earl), *In re*, [1912] 1 Ch. 343; 81 L. J. Ch. 302; 105 L. T. 913; 56 S. J. 204; 28 T. L. R. 159 549

Peak Hill Goldfield, Ltd., *Ex parte;* Debtor, *In re*, [1909] 1 K. B. 430; 78 L. J. K. B. 354 . 77

Peak Hill Goldfield, Ltd., *Ex parte;* S., *In re*, [1907] 2 K. B. 896; 76 L. J. K. B. 1144; 97 L. T. 644; 14 Mans. 259 . . 77

Pearce, *Ex parte;* R. *v.* Metropolitan Police Commissioners, 1910, 80 L. J. K. B. 223; 104 L. T. 135; 75 J. P. 85 . . 101

Pearce, *In re;* Alliance Assurance Co. *v.* Francis, [1913] 2 Ch. 674; 109 L. T. 574 691

Pearce, *In re;* Crutchley *v.* Wells, [1909] 1 Ch. 819; 78 L. J. Ch. 484; 100 L. T. 699; 53 S. J. 419; 25 T. L. R. 497 . . . 445

Pearce *v.* Bentham; Bentham, *In re*, 1906, 94 L. T. 307 . . 448

Pearce *v.* Maidenhead Corporation, [1907] 2 K. B. 96; 76 L. J. K. B. 591; 96 L. T. 639; 71 J. P. 230; 5 L. G. R. 622 . 649

Pearce's Trusts, *In re*, [1909] 2 Ch. 492; 78 L. J. Ch. 628; 100 L. T. 792; 16 Mans. 191 . . . 75

Pearl Life Insurance Co. *v.* Johnson, [1909] 2 K. B. 288; 78 L. J. K. B. 777; 100 L. T. 483; 73 J. P. 216 . . . 459

Pears *v.* London County Council, 1911, 105 L. T. 525; 75 J. P. 461; 9 L. G. R. 834 . . . 465

Pears *v.* Pears, 1912, 107 L. T. 505; 56 S. J. 720; 28 T. L. R. 568 261

Pearse, *In re;* Bankrupt, *Ex parte*, 1913, 107 L. T. 859 . . 78

Pearse's Settlement, *In re;* Pearse *v.* Pearse, [1909] 1 Ch. 304; 78 L. J. Ch. 73; 100 L. T. 48 . 371

Pearson *v.* Babcox and Wilcox, [1913] S. C. 959; [1913] W. C. &. I. Rep. 430 305

Pearson *v.* Dublin Corporation, [1907] A. C. 351; 77 L. J. P. C. 1; 97 L. T. 645 . . . 307, 588

Pearson *v.* Midland Express, Ltd.; Midland Express Ltd., *In re*, 58 S. J. 47; 30 T. L R. 38 . . 236

Pearson *v.* Webster; Webster, *In re*, [1912] 1 Ch. 106; 81 L. J. Ch. 79; 105 L. T. 815; 56 S. J. 90 106

Pearson *v.* Wilcock, [1906] 2 K. B. 440; 75 L. J. K. B. 717; 95 L. T. 531; 13 Mans. 214; 22 T. L. R. 653 79

Peckham, East Dulwich, and Crystal Palace Tramways Bill, *In re*, [1910] 2 Ch. 1; 79 L. J. Ch. 451; 102 L. T. 689; 74 J. P. 266; 8 L. G. R. 571; 54 S. J. 458 523

Peel, *In re;* Honour, *Ex parte*, 1913, 109 L. T. 223; 57 S. J. 730 74

Peel *v.* Lawrence, 1912, 106 L. T. 312; 28 T. L. R. 318; [1912] W. C. Rep. 141 285

Peel's Settled Estates, *In re*, [1910] 1 Ch. 389; 79 L. J. Ch. 233; 102 L. T. 67; 54 S. J. 214; 26 T. L. R. 227, 23, 391, 641, 675

Peel's Settlement, *In re;* Biddulph *v.* Peel, [1911] 2 Ch. 165; 80 L. J. Ch. 574; 105 L. T. 330; 55 S. J. 580 . . . . 5, 573

Peggie *v.* Wemyss Coal Co., [1910] S. C. 93 . . . . . 288, 660

Peizer *v.* Lefkowitz, [1912] 2 K. B. 235; 81 L. J. K. B. 718; 106 L. T. 776; 28 T. L. R. 334 . 490

Pena Copper Mines *v.* Rio Tinto Co., 1911, 105 L. T. 846 . 352, 581

Pender *v.* Evans; Whitaker, *In re*, [1911] 1 Ch. 214; 80 L. J. Ch. 63; 103 L. T. 657 692

Penfold *v.* Dixon; Dixon, *In re*, [1902] 1 Ch. 248; 71 L. J. Ch. 96 . . . . . 225, 574, 693

Penn *v.* Spiers & Pond, [1908] 1 K. B. 776; 77 L. J. K. B. 542; 98 L. T. 541; 24 T. L. R. 354 . 293

Pennington *v.* Pincock, [1908] 2 K. B. 244; 77 L. J. K. B. 537; 98 L. T. 804; 72 J. P. 199; 6 L. G. R. 830; 21 Cox C. C. 609; 24 T. L. R. 509. . . . 457

Perkins, *In re;* Brown *v.* Perkins, [1907] 2 Ch. 596; 77 L. J. Ch. 16; 97 L. T. 706 . . . 183

Perkins, *In re;* Brown *v.* Perkins, 1909, 101 L. T. 345; 53 S. J. 698 4

Perkins, *In re;* Perkins *v.* Bagot, [1893] 1 Ch. 283; 82 L. J. Ch. 531 576

Perry *v.* Clissold, [1907] A. C. 73; 76 L. J. P. C. 19; 95 L. T. 890; 23 T. L. R. 232. . . . 421, 573

Perry *v.* Hessin, 1913, 108 L. T. 332; 30 R. P. C. 193; 57 S. J. 302 656

Perry *v.* National Provincial Bank of England, [1910] 1 Ch. 464; 79 L. J. Ch. 509; 102 L. T. 300; 54 S. J. 233 605

Perry *v.* Wright, [1908] 1 K. B. 441; 77 L. J. K. B. 236; 98 L. T. 327; 24 T. L. R. 186 . 293

Persse, *In re*, 1911, 55 S. J. 314 . 63

Pethick Lawrence, *Ex parte;* R. *v.* Marsham, [1912] 2 K. B. 362; 81 L. J. K. B. 957; 107 L. T. 89; 76 J. P. 284; 28 T. L. R. 391 . 653

Pettit *v.* Lodge, [1908] 1 K. B.

744; 77 L. J. K. B. 413; 98 L. T. 771; 15 Mans. 136; 24 T. L. R. 329 90
Pharmaceutical Society *v.* Jacks, [1911] 2 K. B. 115; 80 L. J. K. B. 767; 104 L. T. 640; 75 J. P. 351; 27 T. L. R. 373 . . 570
Pharmaceutical Society *v.* Mercer, [1910] 1 K. B. 74; 79 L. J. K. B. 50; 101 L. T. 635; 54 S. J. 33; 74 J. P. 26; 26 T. L. R. 35 110
Pharmaceutical Society *v.* Nash, [1911] 1 K. B. 520; 80 L. J. K. B. 416; 103 L. T. 802; 75 J. P. 151; 55 S. J. 156; 27 T. L. R. 147 569
Philip *v.* Pennell, [1907] 2 Ch. 577; 76 L. J. Ch. 663; 97 L. T. 386; 23 T. L. R. 718 . . 582
Phillimore *v.* Watford Rural Council, [1913] 2 Ch. 434; 82 L. J. Ch. 514; 109 L. T. 616; 77 J. P. 453; 11 L. G. R. 980; 57 S. J. 741 . . . 266
Phillips *v.* Batho, [1913] 3 K. B. 25; 82 L. J. K. B. 882; 109 L. T. 315; 29 T. L. R. 600 351, 352
Phillips *v.* Vickers, [1912] 1 K. B. 16; 81 L. J. K. B. 123; 105 L. T. 564; [1912] W. C. Rep. 71 304
Pick, *Ex parte;* R. *v.* Jackson, [1913] 3 K. B. 436; 82 L. J. K. B. 1215; 109 L. T. 175; 77 J. P. 443; 11 L. G. R. 1237; 29 T. L. R. 735 522
Pickard, *In re;* Official Receiver, *Ex parte,* [1912] 1 K. B. 397; 81 L. J. K. B. 330; 105 L. T. 832; 19 Mans. 58; 56 S. J. 144 155
Pickering *v.* Willoughby, [1907] 2 K. B. 296; 76 L. J. K. B. 709; 97 L. T. 244; 71 J. P. 311; 21 Cox C. C. 493; 23 T. L. R. 466 . 28
Pickersgill *v.* London and Provincial Marine and General Insurance Co., [1912] 3 K. B. 614; 82 L. J. K. B. 130; 107 L. T. 305; 18 Com. Cas. 1; 12 Asp. M. C. 263; 57 S. J. 11; 28 T. L. R. 591 472
Pickles *v.* Foster, [1913] 1 K. B. 174; 82 L. J. K. B. 121; 108 L. T. 106; 20 Mans. 106; 6 Tax. Cas. 131; 29 T. L. R. 112. . 396
Pierce *v.* Provident Clothing & Supply Co., [1911] 1 K. B. 997; 80 L. J. K. B. 831; 104 L. T. 473; 55 S. J. 363; 27 T. L. R. 299 287
Piggott *v.* Middlesex County Council, [1909] 1 Ch. 134; 77 L. J. Ch. 813; 99 L. T. 662; 72 J. P. 461; 6 L. G. R. 1177 . . 417
Pigot *v.* Cubley, 1864, 15 C. B. N. S. 701; 33 L. J. C. P. 134; 10 Jur. N. S. 318; 12 W. R. 467 . 530
Pilling, *In re;* Salaman, *Ex parte,* [1906] 2 K. B. 644; 75 L. J. K. B. 739; 95 L. T. 362; 13 Mans. 229 67
Pilling, *In re;* Surtees' Executors, *Ex parte,* [1909] 2 K. B. 788; 78 L. J. K. B. 1107; 101 L. T. 433; 16 Mans. 280; 25 T. L. R. 809 76
Pink, *In re;* Pink *v.* Pink, [1912] 2 Ch. 528; 56 S. J. 668; 28 T. L. R. 528 . . . 337, 604
Pink *v.* Sharwood, [1913] 2 Ch. 286; 82 L. J. Ch. 542; 108 L. T. 1017; 57 S. J. 663 . 467, 505
Pinsent *v.* Avery; Avery, *In re,* [1913] 1 Ch. 208; 82 L. J. Ch. 434; 108 L. T. 1; 57 S. J. 112 . . . . . 225, 574, 693
Pirie *v.* Kintore, [1906] A. C. 478; 75 L. J. P. C. 96 . . . 612
Pitgaveney, The, [1910] P. 215; 79 L. J. P. 65; 103 L. T. 47; 11 Asp. 429; 26 T. L. R. 473 . 115. 120, 121
Pitts *v.* Michelmore, [1909] 2 K. B. 244; 78 L. J. K. B. 898; 73 J. P. 313; 7 L. G. R. 518; 2 Smith, 130; 25 T. L. R. 492 . 367
Plaistow Working Men's Club *v.* Harrod, [1910] 1 K. B. 582; 79 L. J. K. B. 654; 102 L. T. 20; 74 J. P. 100; 26 T. L. R. 216 111
Plant *v.* Collins, [1913] 1 K. B. 242; 82 L. J. K. B. 467; 108 L. T. 177; 29 T. L. R. 129. . 411
Plantza *v.* Glasgow Corporation, [1910] S. C. 786. . . . 504
Plasycoed Collieries Co. *v.* Partridge, 1911, 104 L. T. 807; 55 S. J. 481 648
Plasycoed Collieries Co. *v.* Partridge, [1912] 2 K. B. 345; 81 L. J. K. B. 723; 106 L. T. 426; 56 S. J. 327 . . . 158, 258
Plowright *v.* Burrell, [1913] 2 K. B. 362; 82 L. J. K. B. 362; 108 L. T. 1006; 77 J. P. 245; 11 L. G. R. 457; 23 Cox C. C. 438; 29 T. L. R. 398 483
Plumb *v.* Colden Flour Mills Co., 1913, 30 T. L. R. 174 . . 285
Plumpton *v.* Burkinshaw, [1908] 2 K. B. 572; 77 L. J. K. B. 961; 99 L. T. 415; 24 T. L. R. 642 467
Plumptre's Settlement, *In re;* Underhill *v.* Plumptre, [1910] 1 Ch. 609; 79 L. J. Ch. 340; 102 L. T. 315; 54 S. J. 326; 26 T. L. R. 321 . . . 371, 621
Pocock *v.* Carter, [1912] 1 Ch. 663;

81 L. J. Ch. 391; 106 L. T. 423; 56 S. J. 362 525
Poë *v.* Spencer Cooper; Spencer Cooper, *In re*, [1908] 1 Ch. 130; 77 L. J. Ch. 64; 98 L. T. 344 . 19
Pollard *v.* Turner, [1912] 3 K. B. 625; 82 L. J. K. B. 30; 107 L. T. 792; 77 J. P. 53; 11 L. G. R. 42; 23 Cox C. C. 233; 29 T. L. R. 34 94
Pollock, *In re*; Pollock *v.* Pollock, [1906] 1 Ch. 146; 75 L. J. Ch. 120; 94 L. T. 92; 54 W. R. 267 619
Pontardawe Rural Council Election Petition, *In re*, [1907] 2 K. B. 313; 76 L. J. K. B. 702; 71 J. P. 371; 5 L. G. R. 1060; 23 T. L. R. 538 58
Pontypool Guardians *v.* Buck, [1906] 2 K. B. 896; 76 L. J. K. B. 66; 95 L. T. 795; 4 L. G. R. 1148; 71 J. P. 5; 23 T. L. R. 17 . . . . 388, 522, 571
Poole *v.* National Bank of China, [1907] A. C. 238; 76 L. J. Ch. 458; 96 L. T. 889; 14 Mans. 218; 23 T. L. R. 567 131
Pooley, *In re*, 1880, 40 Ch. D. 1; 58 L. J. Ch. 1; 60 L. T. 73; 37 W. R. 17 55
Pooley *v.* O'Connor, 1912, 28 T. L. R. 460 497
Pope, *In re*; Dicksee, *Ex parte*, [1908] 2 K. B. 169; 77 L. J. K. B. 767; 98 L. T. 775; 15 Mans. 201; 24 T. L. R. 556 72
Pope *v.* Hill's Plymouth Co., 1911, 105 L. T. 678 284
Pope's Contract, *In re*, [1911] 2 Ch. 442; 80 L. J. Ch. 692; 105 L. T. 370 . . . . . 674, 682
Pope's Electric Lamp Co., *In re*, [1911] 2 Ch. 382; 80 L. J. Ch. 682; 105 L. T. 580; 28 R. P. C. 629; 27 T. L. R. 567 664
Popple *v.* Frodingham Iron and Steel Co., [1912] 2 K. B. 141; 81 L. J. K. B. 769; 106 L. T. 703; [1912] W. C. Rep. 231 . . . 305
Popular Life Assurance Co., *In re*, [1909] 1 Ch. 80; 78 L. J. Ch. 37; 99 L. T. 909; 25 T. L. R. 58 523
Port Hunter, The, [1910] P. 343; 80 L. J. P. 1; 103 L. T. 550; 11 Asp. 494; 26 T. L. R. 610 613
Port of London Authority *v.* Midland Railway, [1912] 2 K. B. 1; 81 L. J. K. B. 600; 105 L. T. 588 595
Porte *v.* Williams, [1911] 1 Ch. 188; 80 L. J. Ch. 127; 103 L. T. 798; 55 S. J. 45 225
Porter, *In re*, [1912] 2 Ch. 98; 81 L. J. Ch. 544; 107 L. T. 40; 56 S. J. 521 . . . . 642, 656
Porter *v.* Bowerman; Bowerman, *In re*, [1908] 2 Ch. 340; 77 L. J. Ch. 594; 99 L. T. 7 225
Porter *v.* London and Manchester Insurance Co., [1909] 2 K. B. 30; 78 L. J. K. B. 673; 100 L. T. 848; 53 S. J. 342 . . . 191
Porton *v.* Central (Unemployed) Body for London, [1909] 1 K. B. 173; 78 L. J. K. B. 139; 100 L. T. 102; 73 J. P. 43; 25 T. L. R. 102 282
Portsmouth, The, [1912] A. C. 1; 81 L. J. P. 17; 105 L. T. 257; 12 Asp. M. C. 23; 55 S. J. 615 . 89
Postmaster-General *v.* Hendon Urban Council, [1913] 3 K. B. 451; 82 L. J. K. B. 1081; 109 L. T. 479; 77 J. P. 410; 11 L. G. R. 849; 29 T. L. R. 683 656
Postmaster-General *v.* National Telephone Co., [1909] A. C. 269; 78 L. J. Ch. 422; 100 L. T. 658; 73 J. P. 321; 53 S. J. 429; 25 T. L. R. 487 574
Potter *v.* Challans, 1910, 102 L. T. 325; 74 J. P. 114 209
Potts (or Young) *v.* Niddrie and Benhar Coal Co., [1912] S. C. 644; [1912] W. C. Rep. 177; [1913] A. C. 531; 82 L. J. P. C. 147; [1913] W. C. & I. Rep. 547; 57 S. J. 685; 29 T. L. R. 626 281
Potts *v.* Sanderson, [1911] 1 K. B. 166; 80 L. J. K. B. 294; 103 L. T. 841; 75 J. P. 108; 9 L. G. R. 1; 55 S. J. 94; 27 T. L. R. 81 367
Poulton *v.* Adjustable Cover and Boiler Block Co., [1908] 2 Ch. 430; 77 L. J. Ch. 780; 99 L. T. 647; 24 T. L. R. 782 . 308, 309, 528
Poulton *v.* Kelsall, [1912] 2 K. B. 131; 81 L. J. K. B. 774; 106 L. T. 522; 28 T. L. R. 329; [1912] W. C. Rep. 295 . . . 275
Powell *v.* Hemsley, [1909] 2 Ch. 252; 78 L. J. Ch. 741; 101 L. T. 262; 25 T. L. R. 649 . . . 97
Power *v.* Power; Enever's Trusts, *In re*, [1912] 1 Ir. R. 511 . . . 575
Poyser, *In re*; Landon *v.* Poyser, [1910] 2 Ch. 444; 79 L. J. Ch. 748; 103 L. T. 134 183
Prager *v.* Prager, 1913, 108 L. T. 734; 29 T. L. R. 556 . . . 259, 414, 476, 640
Pratt *v.* Martin, [1911] 2 K. B. 90; 80 L. K. B. 711; 105 L. T. 49; 75 J. P. 328; 22 Cox C. C. 442; 27 T. L. R. 377 372
Premier Industrial Bank *v.* Crab-

tree, [1909] 1 K. B. 106; 78 L. J. K. B. 103; 99 L. T. 810; 16 Mans. 22; 25 T. L. R. 17 . 89

Premier Underwriting Association, *In re;* Cory, *Ex parte*, [1913] 2 Ch. 81; 82 L. J. Ch. 378; 108 L. T. 826; 20 Mans. 183; 57 S. J. 594 147

Premier Underwriting Association, *In re* Great Britain Mutual Marine Insurance Association, *Ex parte*, 8 [1913] 2 Ch. 29; 82 L. J. Ch. 383; 108 L. T. 824; 20 Mans. 189; 57 S. J. 594 147

ested Miners' Gas Indicating Electric Lamp Co. *v.* Garner, [1911] 1 K. B. 425; 80 L. J. K. B. 819; 103 L. T. 750; 27 T. L. R. 139 . . . . 368, 610

Preston's Trustee *v.* Cooke. *See* Official Receiver *v.* Cooke.

Pretty *v.* Pretty, [1911] P. 83; 80 L. J. P. 19; 104 L. T. 79; 27 T. L. R. 169 261

Price, *In re;* Lawford *v.* Price, [1911] 2 Ch. 286; 80 L. J. Ch. 525; 105 L. T. 51 265

Price *v.* Price, [1911] P. 201; 80 L. J. P. 145; 105 L. T. 441; 55 S. J. 689; 27 T. L. R. 560 . 246, 261

Price *v.* Webb, [1913] 2 K. B. 367; 82 L. J. K. B. 720; 108 L. T. 1024; 77 J. P. 333; 11 L. G. R. 602; [1913] W. C. & I. Rep. 368; 29 T. L. R. 478 . 220, 410

Priestly *v.* Fernie, 1865, 3 H. & C. 977; 34 L. J. Ex. 173; 13 W. R. 1089 309

Prigoshen, *In re;* Official Receiver, *Ex parte*, [1912] 2 K. B. 494; 81 L. J. K. B. 1199; 106 L. T. 814; 19 Mans. 323; 56 S. J. 554 . . . . 69. 198

Prince Leopold de Belgique, The, [1909] P. 103; 78 L. J. P. 57; 100 L. T. 201; 11 Asp. 203; 25 T. L. R. 183 121

Printing Machinery Co. *v.* Linotype and Machinery Ltd., [1912] 1 Ch. 566; 81 L. J. Ch. 422; 106 L. T. 743; 56 S. J. 271; 28 T. L. R. 224 24

Printz *v.* Sewell, [1912] 2 K. B. 511; 81 L. J. K. B. 905; 106 L. T. 880; 76 J. P. 295; 10 L. G. R. 665; 23 Cox C. C. 23; 28 T. L. R. 396 498

Proctor *v.* Robinson, [1911] 1 K. B. 1004; 80 L. J. K. B. 641 . 299

Property Insurance Co. *v.* National Protector Insurance Co., 1913, 108 L. T. 104; 18 Com. Cas. 119; 12 Asp. M. C. 287; 57 S. J. 284 472

Provident Clothing and Supply Co. *v.* Mason, [1913] 1 K. B. 65; 82 L. J. K. B. 225; 107 L. T. 784; 57 S. J. 58; 29 T. L. R. 57 . . . . . . 606, 607

Provincial Billposting Co. *v.* Low Moor Iron Co., [1909] 2 K. B. 344; 78 L. J. K. B. 702; 100 L. T. 726; 16 Mans. 157 . . 257

Provincial Motor Cab Co. *v.* Dunning, [1909] 2 K. B. 599; 78 L. J. K. B. 822; 101 L. T. 231; 73 J. P. 387; 7 L. G. R. 765; 22 Cox C. C. 159; 25 T. L. R. 646 497

Pryde *v.* Moore, [1913] S. C. 457; [1913] W. C. & I. Rep. 100. . 304

Public Trustee *v.* Billing; Adamson, *In re*, 1913, 109 L. T. 25; 57 S. J. 610; 29 T. L. R. 594 . 20

Public Trustee *v.* Campbell; Russell, *In re*, 1912, 56 S. J. 651 . 444

Public Trustee *v.* Lawrence, [1912] 1 Ch. 789; 81 L. J. Ch. 436; 106 L. T. 791; 56 S. J. 504 . 495

Public Trustee *v.* Mabey; Hume, *In re*, [1912] 1 Ch. 693; 81 L. J. Ch. 382; 106 L. T. 335; 56 S. J. 414 548

Pugh *v.* Riley Cycle Co., [1912] 1 Ch. 613; 81 L. J. Ch. 476; 106 L. T. 592; 29 R. P. C. 196; 28 T. L. R. 249 247

Pullan *v.* Koe, [1913] 1 Ch. 9; 82 L. J. Ch. 37; 107 L. T. 811; 57 S. J. 97 621

Pullen, *In re;* Parker *v.* Pullen, [1910] 1 Ch. 564; 79 L. J. Ch. 303; 102 L. T. 453; 54 S. J. 341 224

Pumfrey *v.* Fryer; Heather, *In re*, [1906] 2 Ch. 230; 75 L. J. Ch. 568; 95 L. T. 352 . . 5

Pyke, *Ex parte*, 1878, 8 Ch. D. 754; 47 L. J. Bk. 100; 38 L. T. 923; 26 W. R. 806 . . . 373, 491

Pyke, *In re;* Birstingl *v.* Birstingl, [1912] 1 Ch. 770; 81 L. J. Ch. 495; 106 L. T. 751; 56 S. J. 380 182

Q

Quarrier *v.* Colston, 1842, 1 Ph. 147 373

Quartermaine *v.* Quartermaine, [1911] P. 180; 80 L. J. P. 89; 55 S. J. 522; 27 T. L. R. 458 . 186

Queen's School, Chester, *In re*, [1910] 1 Ch. 796; 79 L. J. Ch. 270; 102 L. T. 485; 54 S. J. 309; 26 T. L. R. 297. . . 108

R

R. *v.* Acaster, 1912, 106 L. T. 384; 76 J. P. 263; 22 Cox C. C. 743; 28 T. L. R. 321 750

R. *v.* Albutt, 1910, 75 J. P. 112 . 57

R. *v.* Allen; Hardman, *Ex parte*, [1912] 1 K. B. 365; 81 L. J. K. B. 258; 106 L. T. 101; 76 J. P. 95; 22 Cox C. C. 669; 28 T. L. R. 145 188

R. *v.* Audley, [1907] 1 K. B. 383; 76 L. J. K. B. 270; 96 L. T. 160; 71 J. P. 101; 21 Cox C. C. 374; 23 T. L. R. 211 . 87

R. *v.* Austin, [1913] 1 K. B. 551; 82 L. J. K. B. 387; 108 L. T. 574; 77 J. P. 271; 23 Cox. C. C. 346; 57 S. J. 287; 29 T. L. R. 245 587

R. *v.* Baggallay, [1913] 1 K. B. 290; 82 L. J. K. B. 391; 108 L. T. 254; [1913] W. C. & I. Rep. 277; 77 J. P. 97; 11 L. G. R. 367; 29 T. L. R. 133 . 410

R. *v.* Baines, [1909] 1 K. B. 258; 78 L. J. K. B. 119; 100 L. T. 78; 21 Cox C. C. 756; 25 T. L. R. 79 749

R. *v.* Ball, [1911] A. C. 47; 80 L. J. K. B. 689, 691; 104 L. T. 47, 48; 22 Cox C. C. 364, 370; 56 S. J. 190; 27 T. L. R. 162 203, 310, 391

R. *v.* Banks, [1911] 2 K. B. 1095; 81 L. J. K. B. 120; 106 L. T. 48; 22 Cox C. C. 653; 75 J. P. 567; 55 S. J. 727; 27 T. L. R. 575 57

R. *v.* Bartholomew, [1908] 1 K. B. 554; 77 L. J. K. B. 275; 98 L. T. 284; 72 J. P. 79; 6 L. G. R. 262; 21 Cox C. C. 556; 24 T. L. R. 238 . . . 384

R. *v.* Barton and Immingham Light Railway; Simon, *Ex parte*, [1912] 3 K. B. 72; 81 L. J. K. B. 964; 76 J. P. 344 . . 595

R. *v.* Bates, [1911] 1 K. B. 964; 80 L. J. K. B. 507; 104 L. T. 688; 75 J. P. 271; 22 Cox C. C. 459; 55 S. J. 410; 27 T. L. R. 314 200

R. *v.* Beech, 1913, 107 L. T. 461; 76 J. P. 287; 23 Cox C. C. 181 . 93

R. *v.* Beesby; Grimmett, *Ex parte*, [1909] 1 K. B. 849; 78 L. J. K. B. 482; 100 L. T. 486; 73 J. P. 234; 53 S. J. 289; 25 T. L. R. 337 . . . 97, 651

R. *v.* Beesly; Hodson, *Ex parte*, [1912] 3 K. B. 583; 82 L. J. K. B. 23; 77 J. P. 19; 29 T. L. R. 9 445

R. *v.* Benson, [1908] 2 K. B. 270; 77 L. J. K. B. 644; 98 L. T. 933; 72 J. P. 286; 24 T. L. R. 557 14

R. *v.* Best, [1909] 1 K. B. 692; 78 L. J. K. B. 658; 100 L. T. 622; 22 Cox C. C. 97; 25 L. R. 280 . 104

R. *v.* Bexley, 1906, 70 J. P. 263 . 310

R. *v.* Birchall, 1913, 109 L. T. 478; 29 T. L. R. 711 . . 470

R. *v.* Birmingham Licensing JJ.; Hodson, *Ex parte*, [1912] 3 K. B. 583; 82 L. J. K. B. 23; 77 J. P. 19; 29 T. L. R. 9 . . 455

R. *v.* Birtles, 1911, 75 J. P. 288; 27 T. L. R. 402 87

R. *v.* Board of Education. *See* Board of Education *v.* Rice.

R. *v.* Bond, [1906] 2 K. B. 389; 75 L. J. K. B. 693; 95 L. T. 296; 54 W. R. 586; 70 J. P. 424; 21 Cox C. C. 252; 22 T. L. R. 633 1

R. *v.* Bradford, [1908] 1 K. B. 365; 77 L. J. K. B. 475; 98 L. T. 620; 72 J. P. 61; 6 L. G. R. 333; 24 T. L. R. 195 . . . 382

R. *v.* Bridgwater, [1905] 1 K. B. 131; 74 L. J. K. B. 35; 91 L. T. 838; 53 W. R. 415; 69 J. P. 26; 20 Cox C. C. 737; 21 T. L. R. 69 . . . 751, 752

R. *v.* Briggs, [1909] 1 K. B. 381; 78 L. J. K. B. 116; 100 L. T. 240; 73 J. P. 31; 53 S. J. 164; 21 Cox C. C. 762; 25 T. L. R. 105 403

R. *v.* Bristol (Recorder), [1913] 3 K. B. 104; 82 L. J. K. B. 851; 109 L. T. 237; 77 J. P. 360; 11 L. G. R. 1023 599

R. *v.* Brixton Prison (Governor); Calberla, *In re*, [1907] 2 K. B. 861; 76 L. J. K. B. 1117; 98 L. T. 100; 71 J. P. 509; 21 Cox C. C. 544; 23 T. L. R. 737 340

R. *v.* Brixton Prison (Governor); Mehamed Ben Romdan, *Ex parte*, [1912] 3 K. B. 190; 81 L. J. K. B. 1128; 76 J. P. 391; 28 T. L. R. 530 341

R. *v.* Brixton Prison (Governor); Savarkar, *Ex parte*, [1910] 2 K. B. 1056; 80 L. J. K. B. 57; 103 L. T. 473; 54 S. J. 635; 26 T. L. R. 561 . . . 204, 377

R. *v.* Brixton Prison (Governor); Sjoland, *Ex parte*, [1912] 3 K. B. 568; 82 L. J. K. B. 5; 77 J. P. 23; 29 T. L. R. 10 . . 345

R. *v.* Brixton Prison (Governor); Stallmann, *Ex parte*, [1912] 3 K. B. 424; 82 L. J. K. B. 8; 107 L. T. 553; 77 J. P. 5; 23 Cox C. C. 192; 28 T. L. R. 572 340, 345, 376

R. *v.* Brixton Prison (Governor); Thompson, *Ex parte*, [1911] 2 K. B. 82; 80 L. J. K. B. 986; 105 L. T. 66; 75 J. P. 311; 22 Cox C. C. 494; 27 T. L. R. 350 340

R. *v.* Brixton Prison (Governor);

Wells, *Ex parte*, [1912] 2 K. B. 578; 81 L. J. K. B. 912; 107 L. T. 408; 76 J. P. 310; 23 Cox C. C. 161; 28 T. L. R. 405 . 340

R. *v.* Brownhill, 1913, 29 T. L. R. 156 202

R. *v.* Bros; Hardy, *Ex parte*, [1911] 1 K. B. 159; 80 L. J. K. B. 147; 103 L. T. 728; 74 J. P. 483; 22 Cox C. C. 352; 55 S. J. 47; 27 T. L. R. 41 242

R. *v.* Byles; Hollidge, *Ex parte*, 1913, 108 L. T. 270; 77 J. P. 40; 23 Cox C. C. 314 . . 410

R. *v.* Campbell, 1911, 75 J. P. 216; 55 S. J. 273; 27 T. L. R. 256 . 27

R. *v.* Cargill, [1913] 2 K. B. 271; 82 L. J. K. B. 655; 108 L. T. 816; 77 J. P. 347; 23 Cox C. C. 382; 29 T. L. R. 382 . . . 310

R. *v.* Carlow JJ., [1911] 2 Ir. R. 382 416

R. *v.* Carpenter, 1911, 76 J. P. 158; 22 Cox C. C. 618 . . 345

R. *v.* Carson Roberts, [1908] 1 K. B. 407; 77 L. J. K. B. 281; 98 L. T. 154; 72 J. P. 81; 6 L. G. R. 268; 24 T. L. R. 226 466, 571

R. *v.* Castiglione, 1912, 106 L. T. 1023; 76 J. P. 351; 23 Cox C. C. 46; 28 T. L. R. 403 533

R. *v.* Cawthron, [1913] 3 K. B. 168; 82 L. J. K. B. 981; 109 L. T. 412; 77 J. P. 460; 29 T. L. R. 600 . . . . . . 596, 690

R. *v.* Chandler, [1913] 1 K. B. 125; 82 L. J. K. B. 106; 108 L. T. 352; 77 J. P. 80; 57 S. J. 160; 23 Cox. C. C. 330; 29 T. L. R. 83 98

R. *v.* Cheshire JJ.; Heaver, *Ex parte*, 1913, 108 L. T. 374; 77 J. P. 33; 29 T. L. R. 23 . . 452

R. *v.* Chitson, [1909] 2 K. B. 945; 79 L. J. K. B. 10; 102 L. T. 224; 73 J. P. 491; 22 Cox C. C. 286; 53 S. J. 740; 25 T. L. R. 818 . 309

R. *v.* Costello, [1910] 1 K. B. 28; 79 L. J. K. B. 90; 101 L. T. 784; 74 J. P. 15; 22 Cox C. C. 215; 54 S. J. 13; 26 T. L. R. 31 . . 478

R. *v.* Crewe; Sekgome, *Ex parte*, [1910] 2 K. B. 576; 79 L. J. K. B. 874; 102 L. T. 760; 26 T. L. R. 439 . . . . 352, 376

R. *v.* Crippen, [1911] 1 K. B. 149; 80 L. J. K. B. 290; 103 L. T. 705; 22 Cox C. C. 289; 75 J. P. 141; 27 T. L. R. 69 . . 309, 415

R. *v.* Crossley, [1909] 1 K. B. 411; 78 L. J. K. B. 299; 100 L. T. 463; 73 J. P. 119; 22 Cox C. C. 40; 53 S. J. 214; 25 T. L. R. 225 . . . . . . 303, 547

R. *v.* Culliford, 1911, 75 J. P. 232 . 377

R. *v.* Daly, 1911, 104 L. T. 892; 75 J. P. 333; 22 Cox C. C. 461 258

R. *v.* Danger, 1856, 1 Dears. & B. 307; 26 L. J. M. C. 145 . . 345

R. *v.* Davidson, 1909, 100 L. T. 623; 22 Cox C. C. 99; 25 T. L. R. 352 489

R. *v.* Davies, [1909] 1 K. B. 892; 78 L. J. K. B. 363; 100 L. T. 305; 73 J. P. 151; 21 Cox C. C. 776; 25 T. L. R. 279 . . . 585

R. *v.* Davies, [1911] 2 K. B. 669; 80 L. J. K. B. 993; 104 L. T. 778; 75 J. P. 215; 9 L. G. R. 564 604

R. *v.* Davies, [1913] 1 K. B. 573; 82 L. J. K. B. 471; 108 L. T. 576; 77 J. P. 279; 23 Cox C. C. 351; 57 S. J. 376; 29 T. L. R. 300 254

R. *v.* Daye, [1908] 2 K. B. 333; 77 L. J. K. B. 659; 99 L. T. 165; 72 J. P. 269 340

R. *v.* Dibdin; Thompson, *Ex parte*. *See* Thompson *v.* Dibdin.

R. *v.* Dickinson; Davis, *Ex parte*, [1910] 1 K. B. 469; 79 L. J. K. B. 256; 102 L. T. 48; 74 J. P. 76; 22 Cox C. C. 249 . 652

R. *v.* Dunleavey (No. 1), [1909] 1 K. B. 200; 78 L. J. K. B. 359; 100 L. T. 240; 21 Cox C. C. 760 202

R. *v.* Durham County Council; Graham, *Ex parte*, 1912; 106 L. T. 949; 10 L. G. R. 384; 76 J. P. 219; 28 T. L. R. 360 . 181

R. *v.* Dyson, [1908] 2 K. B. 454; 77 L. J. K. B. 813 . . 200, 470

R. *v.* Easton; Oulton, *Ex parte*, [1913] 2 K. B. 60; 82 L. J. K. B. 618; 108 L. T. 471; 77 J. P. 177; 11 L. G. R. 279; 57 S. J. 225; 29 T. L. R. 200 . . 270

R. *v.* Edgar, 1913, 109 L. T. 416; 77 J. P. 356; 57 S. J. 519; 29 T. L. R. 512 601

R. *v.* Edwards, [1913] 1 K. B. 347; 82 L. J. K. B. 287; 108 L. T. 815; 77 J. P. 135; 23 Cox C. C. 380; 57 S. J. 187; 29 T. L. R. 181 . . . . . 200, 398, 444

R. *v.* Elliott, [1908] 2 K. B. 452; 77 L. J. K. B. 812; 99 L. T. 200; 72 J. P. 285; 24 T. L. R. 645 . 203

R. *v.* Ellis, [1910] 2 K. B. 746; 79 L. J. K. B. 841; 102 L. T. 922; 74 J. P. 388; 22 Cox C. C. 330; 26 T. L. R. 535 750

R. *v.* Ettridge, [1909] 2 K. B. 24; 78 L. J. K. B. 479; 100 L. T. 624; 73 J. P. 253; 53 S. J. 401; 22 Cox C. C. 101; 25 T. L. R. 391 200

R. *v.* Fisher, 1910, 103 L. T. 320;

74 J. P. 427; 22 Cox C. C. 340; 26 T. L. R. 589 . . . 346, 444

R. *v.* Fisher, [1910] 1 K. B. 149; 79 L. J. K. B. 187; 102 L. T. 111; 74 J. P. 104; 22 Cox C. C. 270; 26 T. L. R. 122 . . . 310

R. *v.* Garland, [1910] 1 K. B. 154; 79 L. J. K. B. 239; 102 L. T. 254; 74 J. P. 135; 22 Cox C. C. 292; 26 T. L. R. 130 . . . 398

R. *v.* Garrett-Pegge; Brown, *Ex parte*, [1911] 1 K. B. 880; 80 L. J. K. B. 609; 104 L. T. 649; 75 J. P. 169; 22 Cox C. C. 445; 27 T. L. R. 187 652

R. *v.* Gavin, 1884. 15 Cox C. C. 656 104

R. *v.* Gill, 1909, 100 L. T. 858; 73 J. P. 290; 7 L. G. R. 589; 22 Cox C. C. 118 498

R. *v.* Godstone Rural District Council, [1911] 2 K. B. 465; 80 L. J. K. B. 1184; 105 L. T. 207; 75 J. P. 413; 9 L. G. R. 665; 27 T. L. R. 424 259

R. *v.* Goodspeed, 1911, 75 J. P. 232; 55 S. J. 273; 27 T. L. R. 255 . . . . . . 444, 601

R. *v.* Greening, [1913] 3 K. B. 846; 29 T. L. R. 732 . . . 470

R. *v.* Halkett; Butinck, *Ex parte*, [1910] 1 K. B. 50; 79 L. J. K. B. 12; 101 L. T. 603; 74 J. P. 12; 22 Cox C. C. 202 . . . 654

R. *v.* Hanley Revising Barrister, [1912] 3 K. B. 518; 81 L. J. K. B. 1152; 10 L. G. R. 842; 2 Smith 561; 76 J. P. 438; 28 T. L. R. 531 608

R. *v.* Hatherton JJ.; Ormskirk Union, *Ex parte*, [1912] 1 K. B. 616; 81 L. J. K. B. 894; 106 L. T. 579; 76 J. P. 177; 10 L. G. R. 274; 56 S. J. 324 . 55

R. *v.* Heard, 1911, 106 L. T. 304; 76 J. P. 232; 28 T. L. R. 154 . 378

R. *v.* Herion, [1913] 1 K. B. 284; 82 L. J. K. B. 82; 108 L. T. 848; 77 J. P. 96; 23 Cox C. C. 387; 57 S. J. 130; 29 T. L. R. 93 . 681, 690

R. *v.* Hertfordshire JJ., [1911] 1 K. B. 612; 80 L. J. K. B. 437; 75 J. P. 91; 27 T. L. R. 156 . 652

R. *v.* Hewitt, 1912, 28 T. L. R. 378 469

R. *v.* Holden, [1912] 1 K. B. 483; 81 L. J. K. B. 327; 76 J. P. 143; 22 Cox C. C. 727; 56 S. J. 188; 28 T. L. R. 173 366

R. *v.* Howse, 1912, 107 L. T. 239; 76 J. P. 151; 23 Cox C. C. 135; 56 S. J. 225; 28 T. L. R. 186 . 366

R. *v.* Hudson, [1912] 2 K. B. 464; 81 L. J. K. B. 861; 107 L. T. 31; 76 J. P. 421; 23 Cox C. C. 61; 56 S. J. 574; 28 T. L. R. 459 750

R. *v.* Hughes, 1860, Bell C. C. 242; 21 L. J. M. C. 71 . . 444, 601

R. *v.* Hyde JJ., [1912] 1 K. B. 645; 81 L. J. K. B. 363; 106 L. T. 152; 76 J. P. 117 . . 455

R. *v.* Income Tax Commissioners; University College of North Wales, *Ex parte*, 1909, 78 L. J. K. B. 576; 100 L. T. 585; 53 S. J. 320; 25 T. L. R. 368 . 397

R. *v.* Ireland, [1910] 1 K. B. 654; 79 L. J. K. B. 338; 102 L. T. 608; 74 J. P. 206; 22 Cox C. C. 322; 54 S. J. 543; 26 T. L. R. 267 199

R. *v.* Jackson; Pick, *Ex parte*, [1913] 3 K. B. 436; 82 L. J. K. B. 1215; 109 L. T. 175; 77 J. P. 443; 11 L. G. R. 1237; 29 T. L. R. 735 . . . 522

R. *v.* Joachim, 1912, 28 T. L. R. 380 469

R. *v.* Johnson, [1909] 1 K. B. 439; 78 L. J. K. B. 290; 100 L. T. 464; 73 J. P. 135; 22 Cox C. C. 43; 53 S. J. 288; 25 T. L. R. 229 681

R. *v.* Johnson, 1911, 75 J. P. 464; 27 T. L. R. 489 601

R. *v.* Jones, 1910, 75 J. P. 125; 27 T. L. R. 108 378

R. *v.* Jones, 1911, 106 L. T. 1024; 76 J. P. 8; 23 Cox C. C. 48; 55 S. J. 754 . . . 97, 587

R. *v.* Kinghorn; Dunning, *Ex parte*, [1908] 2 K. B. 949; 78 L. J. K. B. 33; 99 L. T. 794; 72 J. P. 478; 25 T. L. R. 219; 21 Cox C. C. 727 57

R. *v.* Kingston-upon-Hull Licensing JJ., [1913] 2 K. B. 425; 82 L. J. K. B. 946; 109 L. T. 184; 77 J. P. 303; 29 T. L. R. 500 456

R. *v.* Larkin, 1911, 105 L. T. 384; 75 J. P. 320; 22 Cox C. C. 598; 55 S. J. 501; 27 T. L. R. 438 199

R. *v.* Lawson, [1905] 1 K. B. 541; 74 L. J. K. B. 296; 94 L. T. 288; 54 W. R. 200; 70 J. P. 28; 22 T. L. R. 126 140

R. *v.* Leach, 1912, 76 J. P. 246; 56 S. J. 311 202

R. *v.* Leach, [1913] 3 K. B. 40; 82 L. J. K. B. 897; 109 L. T. 313; 77 J. P. 255; 29 T. L. R. 569 457

R. *v.* Levy, [1912] 1 K. B. 158; 81 L. J. K. B. 264; 106 L. T. 192; 76 J. P. 123; 22 Cox C. C. 702; 28 T. L. R. 93 . . . 2

R. *v.* Lewis, 1909, 78 L. J. K. B. 722; 100 L. T. 976; 73 J. P. 346; 22 Cox C. C. 141; 25 T. L. R. 582 . . . 201, 415

R. *v.* Lilley; Taylor, *Ex parte*, 1911, 104 L. T. 77; 75 J. P. 95 . . 652

R. *v.* Lincolnshire JJ., [1912] 2 K. B. 413; 81 L. J. K. B. 967; 107 L. T. 170; 76 J. P. 311; 10 L. G. R. 703; 23 Cox C. C. 102 599

R. *v.* Local Government Board; Arlidge, *Ex parte*, 1913, 11 L. G. R. 1186; 58 S. J. 10; 30 T. L. R. 6 388

R. *v.* Local Government Board; South Stoneham Union, *Ex parte*. *See* Local Government Board *v.* South Stoneham Union.

R. *v.* Local Government Board, [1910] 2 Ir. R. 440 . . . 518

R. *v.* Local Government Board, [1911] 2 Ir. R. 331 . . . 518

R. *v.* Locke; Bridges, *Ex parte*, [1911] 1 K. B. 680; 80 L. J. K. B. 358; 103 L. T. 790; 75 J. P. 145; 9 L. G. R. 103; 55 S. J. 139; 27 T. L. R. 148 . . 93

R. *v.* Machardy, [1911] 2 K. B. 1144; 80 L. J. K. B. 1215; 105 L. T. 556; 76 J. P. 6; 22 Cox C. C. 614; 55 S. J. 754; 28 T. L. R. 2 199

R. *v.* Mackenzie, 1910, 75 J. P. 159; 27 T. L. R. 152 . . 97, 587

R. *v.* M'Lean, [1911] 1 K. B. 332; 80 L. J. K. B. 309; 103 L. T. 911; 75 J. P. 127; 22 Cox C. C. 362; 27 T. L. R. 138 . . 515

R. *v.* Manchester Corporation; Wiseman, *Ex parte*, [1911] 1 K. B. 560; 80 L. J. K. B. 263; 104 L. T. 54; 75 J. P. 73; 9 L. G. R. 129 470

R. *v.* Marriott, 1911, 22 Cox C. C. 211; 75 J. P. 288 . . . 181

R. *v.* Marshall, 1899, 63 J. P. 36 751, 752

R. *v.* Marsham; Pethick Lawrence *Ex parte*, [1912] 2 K. B. 362; 81 L. J. K. B. 957; 107 L. T. 89; 76 J. P. 284; 23 Cox C. C. 77; 28 T. L. R. 391 653

R. *v.* Martin, 1867, 36 L. J. M. C. 20; L. R. 1 C. C. R. 56 . . 345

R. *v.* Martin, [1911] 2 K. B. 450; 80 L. J. K. B. 876; 105 L. T. 220; 75 J. P. 425; 22 Cox C. C. 560; 27 T. L. R. 460 . 215

R. *v.* Maxfield, 1912, 28 T. L. R. 404 377

R. *v.* May, [1912] 3 K. B. 572; 82 L. J. K. B. 1; 108 L. T. 351; 77 J. P. 31; 23 Cox C. C. 327; 29 T. L. R. 24 . . 1, 596

R. *v.* Meade (No. 2), [1909] 1 K. B. 895; 78 L. J. K. B. 476; 73 J. P. 239; 53 S. J. 378; 25 T. L. R. 359 267

R. *v.* Melladew, [1907] 1 K. B. 192; 76 L. J. K. B. 262; 96 L. T. 189; 71 J. P. 125; 5 L. G. R. 177; 23 T. L. R. 207 598

R. *v.* Messer, [1913] 2 K. B. 421; 82 L. J. K. B. 913; 107 L. T. 31; 76 J. P. 124; 23 Cox C. C. 59; 28 T. L. R. 69 254

R. *v.* Metropolitan Police Commissioner; Holloway, *Ex parte*, [1911] 2 K. B. 1131; 81 L. J. K. B. 205; 105 L. T. 532; 75 J. P. 490; 55 S. J. 773; 27 T. L. R. 573 101

R. *v.* Metropolitan Police Commissioner; Pearce, *Ex parte*, 1910, 80 L. J. K. B. 223; 104 L. T. 135; 75 J. P. 85 . . . 101

R. *v.* Middlesex JJ.; Walsall Union, *Ex parte*, [1907] 2 K. B. 581; 76 L. J. K. B. 839; 96 L. T. 798; 71 J. P. 393; 5 L. G. R. 1232; 23 T. L. R. 524 . . 572

R. *v.* Mitchell, 1912, 108 L. T. 224; 76 J. P. 423; 23 Cox C. C. 284; 28 T. L. R. 484 . . . 378

R. *v.* Mitchell; Livesey, *Ex parte*, [1913] 1 K. B. 561; 82 L. J. K. B. 153; 108 L. T. 76; 77 J. P. 148; 23 Cox C. C. 273; 29 T. L. R. 157 672

R. *v.* Monmouthshire JJ.; Neville, *Ex parte*, 1913, 30 T. L. R. 26 . 452

R. *v.* Moon, [1910] 1 K. B. 818; 79 L. J. K. B. 505; 74 J. P. 231. 212

R. *v.* Moran, 1910, 75 J. P. 110 377

R. *v.* Moreton, 1913, 109 L. T. 417 345

R. *v.* Mortimer, [1911] 1 K. B. 70; 80 L. J. K. B. 76; 103 L. T. 910; 22 Cox C. C. 359; 75 J. P. 37; 27 T. L. R. 17 . . . 86

R. *v.* Munday, 1799, 2 Leach C. C. 850 444

R. *v.* Norton, [1910] 2 K. B. 496; 79 L. J. K. B. 756; 102 L. T. 926; 74 J. P. 375; 54 S. J. 602; 26 T. L. R. 550 . . . 6

R. *v.* O'Brien, 1911, 104 L. T. 113; 75 J. P. 192; 22 Cox C. C. 374; 55 S. J. 219; 27 T. L. R. 204 8, 398, 609

R. *v.* O'Connor, [1913] 1 K. B. 557; 82 L. J. K. B. 335; 108 L. T. 384; 77 J. P. 272; 23 Cox C. C. 334; 57 S. J. 287; 29 T. L. R. 245 587

R. *v.* Otto Monsted, [1906] 2 K. B. 456; 75 L. J. K. B. 629; 95 L. T. 526; 4 L. G. R. 942; 70 J. P. 435 7

R. *v.* Palmer, [1913] 2 K. B. 29; 82 L. J. K. B. 29; 108 L. T. 814; 77 J. P. 340; 23 Cox C. C. 377; 29 T. L. R. 349 . . 470

R. *v.* Perry, [1909] 2 K. B. 697; 78 L. J. K. B. 1034; 101 L. T. 127;

73 J. P. 456; 53 S. J. 810; 22 Cox C. C. 154; 25 T. L. R. 676 . . . . 241, 480

R. *v.* Plowden, [1909] 2 K. B. 269; 78 L. J. K. B. 733; 100 L. T. 856; 73 J. P. 266; 7 L. G. R. 584; 22 Cox C. C. 114; 25 T. L. R. 430 498

R. *v.* Porter, [1910] 1 K. B. 369; 79 L. J. K. B. 241; 102 L. T. 255; 74 J. P. 104; 22 Cox C. C. 270; 26 T. L. R. 122 . . 57, 590

R. *v.* Preston, [1909] 1 K. B. 568; 78 L. J. K. B. 335; 100 L. T. 303; 21 Cox C. C. 773; 73 J. P. 173; 53 S. J. 322; 25 T. L. R. 280 . . . . . . 751, 752

R. *v.* Pridgeon, [1910] 2 K. B. 543; 79 L. J. K. B. 805; 54 S. J. 617; 26 T. L. R. 570 . . . 339

R. *v.* Propert; Jones, *Ex parte*, [1911] 1 K. B. 83; 80 L. J. K. B. 98; 103 L. T. 844; 74 J. P. 474; 9 L. G. R. 38 . . 590, 597

R. *v.* Puck, 1913, 76 J. P. 487; 11 L. G. R. 136; 29 T. L. R. 11 . 350

R. *v.* Rabjohns, [1913] 3 K. B. 171; 82 L. J. K. B. 994; 109 L. T. 414; 77 J. P. 435; 57 S. J. 665; 29 T. L. R. 614 . . . 532

R. *v.* Rawson, [1909] 2 K. B. 748; 78 L. J. K. B. 1156; 101 L. T. 463; 73 J. P. 483; 22 Cox C. C. 173; 25 T. L. R. 785 . . 209, 652

R. *v.* Registrar of Companies; Paul, *Ex parte*, [1912] 3 K. B. 23; 81 L. J. K. B. 914; 107 L. T. 62; 19 Mans. 280; 28 T. L. R. 457 129

R. *v.* Richards, [1911] 1 K. B. 261; 80 L. J. K. B. 174; 104 L. T. 48; 75 J. P. 144; 22 Cox C. C. 327 444

R. *v.* Richardson, [1913] 1 K. B. 395; 82 L. J. K. B. 333; 108 L. T. 384; 77 J. P. 248; 23 Cox C. C. 332; 57 S. J. 247; 29 T. L. R. 228 . . . . . 415, 591

R. *v.* Richardson; Sherry, *Ex parte*, [1909] 2 K. B. 851; 79 L. J. K. B. 13; 101 L. T. 541; 73 J. P. 434; 22 Cox C. C. 182; 25 T. L. R. 711 653

R. *v.* Rodley, [1913] 3 K. B. 468; 82 L. J. K. B. 1070; 109 L. T. 476; 77 J. P. 465; 58 S. J. 51; 29 T. L. R. 700 . . . 310

R. *v.* Rowland, [1910] 1 K. B. 458; 79 L. J. K. B. 327; 102 L. T. 112; 74 J. P. 144; 22 Cox C. C. 273; 26 T. L. R. 202 . 310, 752

R. *v.* Rowlands; Beesley, *Ex parte*, [1910] 2 K. B. 930; 80 L. J. K. B. 123; 103 L. T. 311; 74 J. P. 453; 8 L. G. R. 923; 54 S. J. 750; 26 T. L. R. 658 259

R. *v.* Salford Hundred JJ.; Bolton JJ., *Ex parte*, [1912] 2 K. B. 567; 81 L. J. K. B. 952; 107 L. T. 174; 76 J. P. 395; 23 Cox C. C. 110 456

R. *v.* Selfe, [1908] 2 K. B. 121; 77 L. J. K. B. 697; 98 L. T. 930; 24 T. L. R. 560 190

R. *v.* Shann; Wilson's Brewery, Ltd., *Ex parte*, [1910] 2 K. B. 418; 79 L. J. K. B. 736; 102 L. T. 700; 74 J. P. 273; 54 S. J. 474; 26 T. L. R. 435 . . 454

R. *v.* Shaw, 1911, 104 L. T. 112; 75 J. P. 191; 22 Cox C. C. 181; 27 T. L. R. 181 547

R. *v.* Shoreditch Assessment Committee, [1910] 2 K. B. 859; 80 L. J. K. B. 185; 103 L. T. 262; 74 J. P. 361; 8 L. G. R. 744; 26 T. L. R. 663 . . . 599

R. *v.* Smith, 1897, 18 Cox C. C. 470; 61 J. P. 120 6

R. *v.* Smith, 1905, 92 L. T. 208; 69 J. P. 51; 20 Cox C. C. 804 . 345

R. *v.* Smith; R. *v.* Weston, [1910] 1 K. B. 17; 79 L. J. K. B. 1; 101 L. T. 816; 74 J. P. 13; 22 Cox C. C. 219; 54 S. J. 137; 26 T. L. R. 23 . . . . 200, 377

R. *v.* Smith; R. *v.* Wilson, [1909] 2 K. B. 756; 79 L. J. K. B. 4; 101 L. T. 126; 73 J. P. 407; 22 Cox C. C. 151 . . . 203, 532

R. *v.* Snagge, [1909] 1 K. B. 644; 78 L. J. K. B. 562; 100 L. T. 311; 53 S. J. 285; 25 T. L. R. 313 750

R. *v.* Solomons, [1909] 2 K. B. 980; 79 L. J. K. B. 8; 101 L. T. 496; 73 J. P. 467; 22 Cox C. C. 178; 25 T. L. R. 747 . . . . 4, 101

R. *v.* South Shields JJ., [1911] 2 K. B. 1; 80 L. J. K. B. 809; 105 L. T. 41; 75 J. P. 299; 22 Cox C. C. 431; 55 S. J. 386; 27 T. L. R. 330 . . . 456

R. *v.* Southampton JJ., [1906] 1 K. B. 505; 75 L. J. K. B. 322; 94 L. T. 442; 54 W. R. 530; 70 J. P. 137; 22 T. L. R. 345 452

R. *v.* Special Commissioners of Income Tax; Essex Hall, *Ex parte*, [1911] 2 K. B. 434; 80 L. J. K. B. 1035; 104 L. T. 764; 27 T. L. R. 466; 5 Tax. Cas. 636 397

R. *v.* Spokes; Buckley, *Ex parte*, 1912, 107 L. T. 290; 23 Cox C. C. 141; 76 J. P. 354; 28 T. L. R. 420 591

R. *v.* Spratling, [1911] 1 K. B. 77; 80 L. J. K. B. 176; 103 L. T. 704; 75 J. P. 39; 22 Cox C. C. 348; 55 S. J. 31; 27 T. L. R. 31 585

R. *v.* Stafford Prison (Governor), [1909] 2 K. B. 81; 78 L. J. K. B. 629; 100 L. T. 993; 73 J. P. 284; 22 Cox C. C. 143; 25 T. L. R. 440 55
R. *v.* Stephenson, [1912] 3 K. B. 341; 82 L. J. K. B. 287; 107 L. T. 656; 76 J. P. 408; 23 Cox C. C. 214; 56 S. J. 764 . 1, 214, 596
R. *v.* Sunderland Corporation, [1911] 2 K. B. 458; 80 L. J. K. B. 1337; 105 L. T. 27; 75 J. P. 365; 9 L. G. R. 928; 27 T. L. R. 385 499
R. *v.* Sunderland Customs and Excise Commissioners, [1913] 3 K. B. 483; 83 L. J. K. B. 51; 109 L. T. 400; 77 J. P. 445; 29 T. L. R. 750 445
R. *v.* Surrey County Court Judge, [1910] 2 K. B. 410; 79 L. J. K. B. 802; 26 T. L. R. 503 . 191
R. *v.* Tate, [1908] 2 K. B. 680; 77 L. J. K. B. 1043; 99 L. T. 620; 72 J. P. 391; 21 Cox C. C. 693 . . . . . . 183, 200
R. *v.* Taylor, [1911] 1 K. B. 674; 80 L. J. K. B. 311; 75 J. P. 126; 27 T. L. R. 108 444
R. *v.* Taylor; Gailey, *Ex parte*, [1908] 2 K. B. 237; 77 L. J. K. B. 531; 98 L. T. 754; 72 J. P. 238 344
R. *v.* Templer; Howarth, *Ex parte*, [1912] 2 K. B. 444; 81 L. J. K. B. 805; 106 L. T. 855; 56 S. J. 501; 28 T. L. R. 410; [1912] W. C. Rep. 209 . . . 303
R. *v.* Thompson, [1909] 2 K. B. 614; 78 L. J. K. B. 1085; 100 L. T. 970; 73 J. P. 403; 7 L. G. R. 979; 22 Cox C. C. 129; 25 T. L. R. 651 653
R. *v.* Thompson, [1910] 1 K. B. 640; 79 L. J. K. B. 321; 102 L. T. 257; 74 J. P. 176; 22 Cox C. C. 299; 26 T. L. R. 252 . 6
R. *v.* Thomson, [1912] 3 K. B. 19; 81 L. J. K. B. 892; 107 L. T. 464; 76 J. P. 431; 23 Cox C. C. 187; 28 T. L. R. 478 . 242, 311
R. *v.* Tideswell, [1905] 2 K. B. 273; 74 L. J. K. B. 725; 93 L. T. 111; 69 J. P. 318; 21 Cox C. C. 10; 21 T. L. R. 531 444
R. *v.* Treasury Commissioners, [1909] 2 K. B. 183; 78 L. J. K. B. 680; 100 L. T. 896; 7 L. G. R. 746; 73 J. P. 299; 25 T. L. R. 450 570
R. *v.* Trueman, [1913] 3 K. B. 184; 82 L. J. K. B. 916; 109 L. T. 413; 77 J. P. 428; 29 T. L. R. 599 243
R. *v.* Turner, [1910] 1 K. B. 346; 79 L. J. K. B. 176; 102 L. T. 367; 74 L. J. P. 81; 22 Cox C. C. 310; 54 S. J. 164; 26 T. L. R. 162 . . . . 377, 378
R. *v.* Tynemouth Corporation, [1911] 2 K. B. 361; 80 L. J. K. B. 892; 105 L. T. 217; 75 J. P. 420; 9 L. G. R. 953 . . . 650
R. *v.* Waller, [1910] 1 K. B. 364; 79 L. J. K. B. 184; 102 L. T. 400; 74 J. P. 81; 22 Cox C. C. 319; 54 S. J. 164; 26 T. L. R. 142 377
R. *v.* Walsall JJ., [1910] 2 K. B. 210; 79 L. J. K. B. 834; 102 L. T. 737; 74 J. P. 220 . . 454
R. *v.* Wann, 1913, 107 L. T. 462; 76 J. P. 269; 23 Cox C. C. 183; 28 T. L. R. 240 200
R. *v.* Webber, [1913] 1 K. B. 33; 82 L. J. K. B. 108; 108 L. T. 349; 76 J. P. 471; 23 Cox. C. C. 323 377
R. *v.* Westfall, 1912, 107 L. T. 463; 76 J. P. 335; 23 Cox C. C. 185; 7 Cr. App. Rep. 176; 28 T. L. R. 297 751
R. *v.* Wexford Local Pension Committee, [1910] 2 Ir. R. 403. 403, 518
R. *v.* White, [1910] 2 K. B. 124; 79 L. J. K. B. 854; 102 L. T. 784; 74 J. P. 318; 22 Cox C. C. 325; 54 S. J. 523; 26 T. L. R. 466 499
R. *v.* Wigand; Wigand, *In re*, [1913] 2 K. B. 419; 82 L. J. K. B. 735; 109 L. T. 509; 29 T. L. R. 509 522
R. *v.* Wilkins; John, *Ex parte*, [1907] 2 K. B. 380; 76 L. J. K. B. 722; 96 L. T. 721; 71 J. P. 327 481
R. *v.* Williams, 1913, 77 J. P. 240; 29 T. L. R. 188 200
R. *v.* Wilts and Berks Canal Co., [1912] 3 K. B. 623; 82 L. J. K. B. 3; 107 L. T. 765; 77 J. P. 24; 10 L. G. R. 1033 . . . 469
R. *v.* Wiltshire JJ.; Jay, *Ex parte*, [1912], 1 K. B. 566; 81 L. J. K. B. 518; 106 L. T. 364; 76 J. P. 169; 10 L. G. R. 353; 22 Cox C. C. 737; 56 S. J. 343; 28 T. L. R. 255 204
R. *v.* Woodhouse. *See* Leeds Corporation *v.* Ryder.
R. *v.* Yarborough, 1824–28, 3 B. & C. 91; 5 Bing. 163; 2 Bli. N. S. 147 353
R. *v.* Yorkshire JJ.; Shackleton, *Ex parte*, [1910] 1 K. B. 439; 79 L. J. K. B. 244; 102 L. T. 138; 74 J. P. 127; 8 L. G. R. 163; 22 Cox C. C. 280 . . 498
R. *v.* Yorkshire (W. R.) JJ.; Broadbent, *Ex parte*, [1910] 2 K. B. 192; 79 L. J. K. B. 731;

102 L. T. 814; 74 J. P. 271; 8 L. G. R. 777; 26 T. L. R. 419 268

Rabot *v.* De Silva, [1909] A. C. 376; 78 L. J. P. C. 73; 100 L. T. 242; 25 T. L. R. 332 . . 105

Radam's Microbe Killer Co. *v.* Leather, [1892] 1 Q. B. 85; 61 L. J. Q. B. 38 21

Radcliffe *v.* Pacific Steam Navigation Co., [1910] 1 K. B. 685; 79 L. J. K. B. 429; 102 L. T. 206; 54 S. J. 404; 26 T. L. R. 319 298

Radium Ore Mines, *In re*, 1913, 30 T. L. R. 68 488

Radley *v.* London County Council, 1913, 109 L. T. 162; 11 L. G. R. 1035; 29 T. L. R. 680 . . 479

Raggi, *In re;* Brass *v.* Young, [1913] 2 Ch. 206; 82 L. J. Ch. 396; 108 L. T. 917 . . . 496

Ragnhild, The, [1911] P. 254; 81 L. J. P. 1; 105 L. T. 446; 12 Asp. M. C. 44 120

Rakusen *v.* Ellis, [1912] 1 Ch. 831; 81 L. J. Ch. 409; 106 L. T. 556; 28 T. L. R. 326 . 641

Ramel Syndicate, *In re*, [1911] 1 Ch. 749; 80 L. J. Ch. 455; 104 L. T. 842; 18 Mans. 297 149

Ramoneur *v.* Brixley, 1911, 104 L. T. 809; 55 S. J. 480 . . 606

Ramsay, *In re;* Deacon, *Ex parte*, [1913] 2 K. B. 80; 82 L. J. K. B. 526; 108 L. T. 495; 20 Mans. 15; 29 T. L. R. 225 . . 74, 310

Ramsay *v.* Ramsay, 1913, 108 L. T. 382 469

Ramsden *v.* Inland Revenue Commissioners, [1913] 3 K. B. 530 (*n*); 82 L. J. K. B. 1290; 109 L. T. 105 436

Ramsey *v.* Shelmerdine, 1865, L. R. 1 Eq. 129; 13 L. T. 393; 11 Jur. N. S. 903; 14 W. R. 46 446

Ransom *v.* Platt, [1911] 2 K. B. 291; 80 L. J. K. B. 1138; 104 L. T. 881 . . . . 58, 685

Rapid Road Transit Co., *In re*, [1909] 1 Ch. 96; 78 L. J. Ch. 132; 99 L. T. 774; 16 Mans. 289 643

Rattray *v.* Sturmey Motors, Ltd.; Sturmey Motors, Ltd., *In re*, [1913] 1 Ch. 16; 82 L. J. Ch. 68; 107 L. T. 523; 57 S. J. 44 . . . . . . 393, 417

Raulin *v.* Fischer, [1911] 2 K. B. 93; 80 L. J. K. B. 811; 27 T. L. R. 220 352

Raven *v.* Nicholson; Elliott, *In re*, 1910, 102 L. T. 528; 54 S. J. 426 106

Rawlinson, *In re;* Hill *v.* Withall, [1909] 2 Ch. 36; 78 L. J. Ch. 443; 100 L. T. 509 . . . 532

Ray *v.* Newton, [1913] 1 Ch. 249; 82 L. J. Ch. 125; 108 L. T. 313; 57 S. J. 130 641

Rayer, *In re;* Rayer *v.* Rayer, [1913] 2 Ch. 210; 82 L. J. Ch. 461; 109 L. T. 663; 57 S. J. 663 . . 619

Rayman *v.* Fields, 1910, 102 L. T. 154; 26 T. L. R. 274 . . 303

Rayment *v.* Rayment, [1910] P. 271; 79 L. J. P. 115; 103 L. T. 430; 54 S. J. 721; 26 T. L. R. 634 262

Rayner *v.* Stepney Corporation, [1911] 2 Ch. 312; 80 L. J. Ch. 678; 105 L. T. 362; 75 J. P. 468; 10 L. G. R. 307; 27 T. L. R. 512 387

Rea *v.* London County Council, [1911] 1 K. B. 740; 80 L. J. K. B. 704; 104 L. T. 501; 75 J. P. 261; 9 L. G. R. 299 . . . 465

Read *v.* Price, [1909] 2 K. B. 724; 78 L. J. K. B. 1137; 101 L. T. 60; 25 T. L. R. 701 . . . 462

Reading Industrial Co-operative Society *v.* Palmer, [1912] 2 Ch. 42; 81 L. J. Ch. 454; 106 L. T. 626 154

Rederiaktieselskabet Superior *v.* Dewar, [1909] 2 K. B. 998; 78 L. J. K. B. 1100; 101 L. T. 371; 11 Asp. 295; 14 Com. Cas. 320; 25 T. L. R. 821 369

Redhill Gas Co. *v.* Redhill Rural Council, [1911] 2 K. B. 565; 80 L. J. K. B. 1062; 105 L. T. 24; 75 J. P. 358; 9 L. G. R. 814 . 374

Reeve *v.* Jennings, [1910] 2 K. B. 522; 79 L. J. K. B. 1137; 102 L. T. 831; 54 S. J. 653; 26 T. L. R. 576 368

Reeves *v.* Pope, [1913] 1 K. B. 637; 82 L. J. K. B. 444; 108 L. T. 515 . . . . . . 31, 608

Reffell *v.* Morton, 1906, 70 J. P. 347 9

Refuge Assurance Co. *v.* Kettlewell, [1909] A. C. 243; 78 L. J. K. B. 519; 100 L. T. 306; 53 S. J. 339; 25 T. L. R. 395 . 459

Regent's Canal & Dock Co. *v.* London County Council, [1912] 1 Ch. 583; 81 L. J. Ch. 377; 106 L. T. 745; 76 J. P. 353; 10 L. G. R. 358; 56 S. J. 309; 28 T. L. R. 248 . . . 153, 421

Registrar of Trade Marks *v.* Du Cros., [1913] A. C. 624; 83 L. J. Ch. 1; 30 R. P. C. 660; 57 S. J. 728; 29 T. L. R. 772 . . 663

Reigate Rural Council *v.* Sutton District Water Co., [1909] 78 L. J. K. B. 315; 100 L. T. 354;

73 J. P. 161; 7 L. G. R. 280; 53 S. J. 243; 25 T. L. R. 266 383

Reith *v.* Westminster School, [1913] 3 K. B. 129; 82 L. J. K. B. 861; 108 L. T. 701; 6 Tax. Cas. 177; 57 S. J. 499; 29 T. L. R. 482 387

Reliance Marine Insurance Co. *v.* Duder, [1913] 1 K. B. 265; 81 L. J. K. B. 870; 106 L. T. 936; 12 Asp. M. C. 223; 17 Com. Cas. 227; 28 T. L. R. 469 . . 473

Reliance Taxicab Co., *In re*, 1912, 28 T. L. R. 529 . . . 146

Remorquage à Hélice (Société Anonyme de) *v.* Bennetts, [1911] 1 K. B. 243; 80 L. J. K. B. 228; 16 Com. Cas. 24; 27 T. L. R. 77 . . . . . . 220, 662

Renison, *In re;* Greaves, *Ex parte*, [1913] 2 K. B. 300; 82 L. J. K. B. 710; 57 S. J. 445 . . 62

Retail Dairy Co. *v.* Clarke, [1912] 2 K. B. 388; 81 L. J. K. B. 845; 106 L. T. 848; 76 J. P. 282; 10 L. G. R. 547; 22 Cox C. C. 6; 28 T. L. R 361 . 7

Revell, *Ex parte;* Tollemache, *In re*, 1882, 13 Q. B. D. 727 . . 74

Reversion Fund and Insurance Co. *v.* Maison Cosway Ltd., [1913] 1 K. B. 364; 82 L. J. K. B. 512; 108 L. T. 87; 20 Mans. 194; 57 S. J. 144 . . . 579

Reversionary and General Securities Co. *v.* Hall; Beard, *In re*, [1908] 1 Ch. 383; 77 L. J. Ch. 265; 98 L. T. 315; 24 T. L. R. 225 445

Revie *v.* Cumming, [1911] S. C. 1032 285

Reynolds *v.* Barnes, [1909] 2 Ch. 361; 78 L. J. Ch. 841; 101 L. T. 71; 73 J. P. 330 . 267, 391

Rhodes, *In re;* Sanders *v.* Hobson, [1909] 1 Ch. 815; 78 L. J. Ch. 434; 100 L. T. 959 . . . 619

Rhodesia Goldfields, Ltd., *In re;* Partridge *v.* Rhodesia Goldfields, Ltd., [1910] 1 Ch. 239; 79 L. J. Ch. 133; 102 L. T. 126; 17 Mans. 23; 54 S. J. 135 . . 236

Rhondda Urban Council *v.* Taff Vale Rly., [1909] A. C. 253; 78 L. J. K. B. 647; 100 L. T. 713; 73 J. P. 257; 7 L. G. R. 616; 25 T. L. R. 483 593

Richards, *In re*, [1912] 1 Ch. 49; 81 L. J. Ch. 165; 105 L. T. 750; 56 S. J. 74 . . . 643

Richards, *In re;* Davies *v.* Edwards, [1910] 2 Ch. 74; 79 L. J. Ch. 500; 103 L. T. 130 . 532

Richards, *In re;* Deeping, *Ex parte*, [1907] 2 K. B. 33; 76 L. J. K. B. 643; 96 L. T. 712; 14 Mans. 88; 22 T. L. R. 388 . 75

Richards *v.* Starck, [1911] 1 K. B. 296; 80 L. J. K. B. 213; 103 L. T. 813; 27 T. L. R. 29 . 373

Richardson *In re;* St Thomas's Hospital (Governors), *Ex parte*, [1911] 2 K. B. 705; 80 L. J. K. B. 1232; 105 L. T. 266; 18 Mans. 327 70

Richardson *v.* Denton Colliery Co., [1913] 109 L. T. 370 . . . 287

Richelieu and Ontario Navigation Co. *v.* *S.S. Cape Breton*, [1907] A. C. 112; 76 L. J. P. C. 14; 95 L. T. 896; 23 T. L. R. 185 102

Rickard *v.* Graham, [1910] 1 Ch. 722; 79 L. J. Ch. 378; 54 S. J. 426; 26 T. L. R. 384 . . . 568

Rickards *v.* Lothian, [1913] A. C. 283; 82 L. J. P. C. 42; 108 L. T. 225; 57 S. J. 281; 29 T. L. R. 281 349

Rickett *v.* Green, [1910] 2 K. B. 84; 79 L. J. K. B. 982; 102 L. T. 16 602

Ricketts *v.* Enfield Corporation, [1909] 1 Ch. 544; 78 L. J. Ch. 294; 100 L. T. 362 . . . 193

Rigby *v.* Connol, 1880, 14 Ch. D. 482; 49 L. J. Ch. 328; 42 L. T. 139; 28 W. R. 650 . . 670

Rigel, The, [1912] P. 99; 81 L. J. P. 86; 106 L. T. 648; 12 Asp. M. C. 192; 28 T. L. R. 251; [1912] W. C. Rep. 351 . 118, 291

Riley *v.* Holland, [1911] 1 K. B. 1029; 80 L. J. K. B. 814; 104 L. T. 371; 27 T. L. R. 327 . 287

Rimmer *v.* Webster, [1902] 2 Ch. 163; 81 L. J. Ch. 561 . . 579

Ritchie *v.* Kerr, [1913] S. C. 613; [1913] W. C. & I. Rep. 297 . 285, 286

Roanoke, The, [1908] P. 231; 77 L. J. P. 115; 99 L. T. 78; 11 Asp. 253; 24 T. L. R. 526 . 121

Robb *v.* Gow, 1906, 8 F. 9 . . 530

Robbins *v.* Legge; Robbins, *In re*, [1907] 2 Ch. 8; 76 L. J. Ch. 531; 96 L. T. 755 19

Roberts *v.* Fellowes, 1906, 94 L. T. 279 687

Roberts *v.* Gray, [1913] 1 K. B. 520; 82 L. J. K. B. 362; 108 L. T. 232; 57 S. J. 143; 29 T. L. R. 149 405

Roberts *v.* Hall, 1912, 106 L. T. 769; [1912] W. C. Rep. 269 . 296

Robertson *v.* Allan, 1908, 77 L. J. K. B. 1072; 98 L. T. 821 . 286

Robertson *v.* Balmain New Ferry Co., Ltd., [1910] A. C. 295; 79 L. J. P. C. 84; 26 T. L. R. 143. 345

Robertson *v.* Hawkins, [1913] 1 K. B. 57; 82 L. J. K. B. 97; 107

L. T. 795; 77 J P. 63; 23 Cox C. C. 239; 29 T. L. R. 32 . . 245
Robertson *v.* Purdey, [1906] 2 Ch. 615; 75 L. J. Ch. 685; 95 L. T. 330 527
Robins *v.* Robins, [1907] 2 K. B. 13; 76 L. J. K. B. 649; 96 L. T. 787; 23 T. L. R. 428 . . . 10
Robinson, *Ex parte,* 1912, 76 J. P. 233; 28 T. L. R. 288 . . 87
Robinson, *In re;* Clarkson *v.* Robinson, [1911] 1 Ch. 230; 80 L. J. Ch. 309; 103 L. T. 857; 27 T. L. R. 182 490
Robinson, *In re;* Clarkson *v.* Robinson (No. 2), 1911, 104 L. T. 712; 27 T. L. R. 441 . 490
Robinson, *In re;* M'Laren *v.* Public Trustee, [1911] 1 Ch. 502; 80 L. J. Ch. 381; 104 L. T. 331; 55 S. J. 271 . . . 460, 680
Robinson, *In re;* M'Laren *v.* Robinson, [1911] 1 Ch. 502; 80 L. J. Ch. 381; 104 L. T. 331; 55 S. J. 271 . . . 460, 680
Robinson *v.* Beaconsfield Urban Council, [1911] 2 Ch. 188; 80 L. J. Ch. 647; 105 L. T. 121; 75 J. P. 353; 9 L. G. R. 789; 27 T. L. R. 478 . . . 501, 579
Robinson *v.* Cleveland; Charlesworth, *In re,* 1910, 101 L. T. 908; 54 S. J. 196; 26 T. L. R. 214 . 106
Robinson *v.* Fenner, [1913] 3 K. B. 835 352
Robinson *v.* Gregory, [1905] 1 K. B. 534; 74 L. J. K. B. 367; 92 L. T. 171; 69 J. P. 161; 3 L. G. R. 308; 20 Cox C. C. 781 . . 311
Robinson *v.* Hill, [1910] 1 K. B. 94; 79 L. J. K. B. 189; 101 L. T. 573; 73 J. P. 514; 7 L. G. R. 1065; 26 T. L. R. 17 . 478
Robinson's Settlement, *In re;* Gant *v.* Hobbs, [1912] 1 Ch. 717; 81 L. J. Ch. 393; 106 L. T. 443; 28 T. L. R. 298 . 156, 490, 674
Robson *v.* Biggar, [1908] 1 K. B. 672; 77 L. J. K. B. 203; 97 L. T. 859; 24 T. L. R. 155 . 204, 258
Roby, In the Goods of, [1913] P. 6; 82 L. J. P. 21; 107 L. T. 655; 57 S. J. 98; 29 T. L. R. 95 227
Rochester, Bishop of, *v.* Le Fanu, [1906] 2 Ch. 513; 75 L. J. Ch. 743; 95 L. T. 602; 22 T. L. R. 800 . . . . . 23, 592
Rodger *v.* Paisley School Board, [1912] S. C. 584; [1912] W. C. Rep. 157 285
Rodgers *v.* Pickersgill, 1910, 103 L. T. 33; 74 J. P. 324; 54 S. J. 564; 26 T. L. R. 493 . . . 209
Rogers, *In re;* Sussex (Sheriff), *Ex parte,* [1911] 1 K. B. 104, 641; 80 L. J. K. B. 418; 18 Mans. 22; 103 L. T. 883; 55 S. J. 219; 27 T. L. R. 199 . . 72
Rogers *v.* Humphreys, 1835, 4 Ad. E. 299 418
Rogers *v.* Martin, [1911] 1 K. B. 19; 80 L. J. K. B. 208; 103 L. T. 527; 75 J. P. 10; 55 S. J. 29; 27 T. L. R. 40 . . 255, 256
Roles *v.* Pascall, [1911] 1 K. B. 982; 80 L. J. K. B. 728; 104 L. T. 298 288
Rosalia, The, [1912] P. 109; 81 L. J. P. 79; 106 L. T. 351; 12 Asp. M. C. 166; 28 T. L. R. 289 116
Rose *v.* Kempthorne, 1910, 103 L. T. 730; 75 J. P. 71; 22 Cox C. C. 356; 55 S. J. 126; 27 T. L. R. 132 . . . 28, 616
Rose *v.* Morrison, 1911, 80 L. J. K. B. 1103; 105 L. T. 2 . . 285
Rose *v.* Spicer. *See* Hyman *v.* Rose.
Rosefield *v.* Provincial Union Bank, [1910] 2 K. B. 781; 79 L. J. K. B. 1150; 103 L. T. 378 . . 91
Rosenqvist *v.* Bowring, [1908] 2 K. B. 108; 77 L. J. K. B. 545; 98 L. T. 773; 24 T. L. R. 504 . 293
Rosie *v.* Mackey, [1910] S. C. 714 . . . . . . 295, 297
Rosin *v.* Rank, [1912] 2 K. B. 228; 81 L. J. K. B. 854; 106 L. T. 986; 56 S. J. 97; 28 T. L. R. 449 192
Ross *v.* Charity Commissioners, 1882, 7 App. Cas. 463; 51 L. J. P. C. 106; 47 L. T. 172 . . 307
Ross *v.* Helm, [1913] 3 K. B. 462; 82 L. J. K. B. 1322; 107 L. T. 829; 77 J. P. 13; 11 L. G. R. 36; 23 Cox C. C. 248 . . 7
Rourke *v.* Robinson, [1911] 1 Ch. 480; 80 L. J. Ch. 295; 103 L. T. 895 602
Roussell *v.* Burnham, [1909] 1 Ch. 127; 78 L. J. Ch. 94; 100 L. T. 39; 16 Mans. 30; 25 T. L. R. 61 133
Routledge, *In re;* Saul *v.* Routledge, [1909] 1 Ch. 280; 78 L. J. Ch. 136; 99 L. T. 919 . . 676
Row *v.* Jagg; Hoyles, *In re,* [1911] 1 Ch. 179; 80 L. J. Ch. 274; 103 L. T. 817; 27 T. L. R. 131 105
Row *v.* Jagg; Hoyles, *In re* (No. 2), [1912] 1 Ch. 67; 81 L. J. Ch. 163; 105 L. T. 663; 56 S. J. 110 675
Rowe *v.* Crossley, 1913, 108 L. T. 11; 57 S. J. 144 . . . 25
Rowell *v.* John Rowell & Sons Ltd., [1912] 2 Ch. 609; 81 L. J. Ch. 759; 107 L. T. 374; 19 Mans. 371; 56 S. J. 704 . . 143
Rowland *v.* Wright, [1909] 1 K. B.

963; 77 L. J. K. B. 1071; 99 L. T. 758; 24 T. L. R. 852 . . 286
Royal College of Veterinary Surgeons *v.* Collinson, [1908] 2 K. B. 248; 77 L. J. K. B. 689; 99 L. T. 122; 72 J. P. 267; 24 T. L. R. 530 684
Royal Mail Steam Packet Co., Ltd., and River Plate S. S. Co., Ltd., *In re*, [1910] 1 K. B. 600; 79 L. J. K. B. 673; 102 L. T. 333; 11 Asp. 372; 15 Com. Cas. 124 . 244
Royal Masonic Institution *v.* Parkes, [1912] 3 K. B. 212; 82 L. J. K. B. 33; 106 L. T. 809; 76 J. P. 218; 10 L. G. R. 376; 22 Cox C. C. 746; 28 T. L. R. 355 343
Royal Naval School, *In re*, [1910] 1 Ch. 806; 79 L. J. Ch. 366; 102 L. T. 490; 54 S. J. 407; 26 T. L. R. 382 404
Royal Warrant-Holders' Association *v.* Deane, [1912] 1 Ch. 10; 81 L. J. Ch. 67; 105 L. T. 623; 28 R. P. C. 721; 56 S. J. 12; 28 T. L. R. 6 666
Royal Worcester Corset Co., *In re*, [1909] 1 Ch. 459; 78 L. J. Ch. 309; 100 L. T. 235; 25 T. L. R. 241 . . . . . . 663, 664
Royle *v.* Royle, [1909] P. 24; 78 L. J. P. 34; 99 L. T. 882; 73 J. P. 40; 25 T. L. R. 84 . . 654
Ruabon Water Co. *v.* Evans, 1906, 22 T. L. R. 541 687
Ruck *v.* Ruck, [1911] P. 90; 80 L. J. P. 17; 27 T. L. R. 191 . 261
Rudd *v.* Bowles, [1912] 2 Ch. 60; 81 L. J. Ch. 277; 105 L. T. 864 . . . . 93, 243
Rugby Portland Cement Co. *v.* London and North-Western Rly., [1908] 2 K. B. 606; 77 L. J. K. B. 1096; 98 L. T. 880; 72 J. P. 245; 24 T. L. R. 561 488
Rumbold *v.* London County Council, 1909, 100 L. T. 259; 53 S. J. 227 660
Rush *v.* Lucas, [1910] 1 Ch. 437; 79 L. J. Ch. 172; 101 L. T. 851; 54 S. J. 200 686
Rushforth, *In re*; Holmes, *Ex parte*, 1906, 95 L. T. 807; 24 Mans. 135; 23 T. L. R. 41 . . 77
Russell, *In re*; Public Trustee *v.* Campbell, 1912, 56 S. J. 651 . 444
Russell *v.* Amalgamated Society of Carpenters, [1910] 1 K. B. 506; 79 L. J. K. B. 507; 102 L. T. 119; 54 S. J. 213; 26 T. L. R. 228; [1912] A. C. 421; 81 L. J. K. B. 619; 106 L. T. 433; 56 S. J. 342; 28 T. L. R. 276 670
Russell *v.* Cubitt; Utley, *In re*, 1912, 106 L. T. 858; 56 S. J. 518 678
Russell Hunting Record Co., Ltd., *In re*, [1910] 2 Ch. 78; 79 L. J. Ch. 498; 103 L. T. 57; 17 Mans. 229; 54 S. J. 539 . . 146
Russell *v.* Stubbs, [1913] 2 K. B. 200; 52 S. J. 580 . . . 412
Russo-Chinese Bank *v.* Li Yau Sam, [1910] A. C. 174; 79 L. J. P. C. 60; 101 L. T. 689; 26 T. L. R. 203 578
Russon *v.* Dutton, 1911, 104 L. T. 601; 75 J. P. 209; 9 L. G. R. 558; 22 Cox C. C. 490; 27 T. L. R. 197 216
Russon *v.* Dutton, 1911, 104 L. T. 599; 75 J. P. 207; 22 Cox C. C. 487; 27 T. L. R. 198 . . 458
Ryall *v.* Kidwell, [1913] 3 K. B. 123; 82 L. J. K. B. 877; 108 L. T. 922; 77 J. P. 345; 11 L. G. R. 655; 57 S. J. 518; 29 T. L. R. 499 28
Ryan *v.* Hartley, [1912] 2 K. B. 150; 81 L. J. K. B. 666; 106 L. T. 702; [1912] W. C. Rep. 236 305
Ryde *v.* Bristow; Sheffield (Earl), *In re*, [1911] 2 Ch. 267; 80 L. J. Ch. 521; 105 L. T. 236 . . 692
Ryder *v.* Bond; Searle, *In re*, [1912] 2 Ch. 365; 81 L. J. K. Ch. 751; 106 L. T. 1005; 56 S. J. 613 466
Rylands *v.* Fletcher, 1868, L. R. 3 H. L. 330; 37 L. J. Ex. 161; 19 L. T. 220 . . 105, 267, 503
Ryle *v.* Ryle; Bewick, *In re*, [1911] 1 Ch. 116; 80 L. J. Ch. 47; 103 L. T. 634; 55 S. J. 109 549, 673

S

S., *In re*; Peak Hill Goldfield, Ltd., *Ex parte*, [1907] 2 K. B. 896; 76 L. J. K. B. 1144; 97 L. T. 644; 14 Mans. 259 . . 77
S. *v.* S., [1912] P. 6; 81 L. J. P. 16 511
Saccharin Corporation, Ltd. *v.* Chemische Fabrik Von Heyden Aktiengesellschaft, [1911] 2 K. B. 516; 80 L. J. K. B. 1117; 104 L. T. 886 . . . 617
Sackville-West *v.* Att.-Gen., [1910] P. 143; 79 L. J. P. 34; 26 T. L. R. 33 448
Sadgrove *v.* Bryden, [1907] 1 Ch. 318; 76 L. J. Ch. 184; 96 L. T. 361; 14 Mans. 47; 23 T. L. R. 255 588
Sadler *v.* Roberts, 1911, 105 L. T. 106; 75 J. P. 342; 22 Cox 520 343

St. Bartholomew's Hospital *v.* Cambden; Blow, *In re,* [1913] 1 Ch. 358; 82 L. J. Ch. 207; 108 L. T. 413; 57 S. J. 303; 29 T. L. R. 279 338
St. Catherine's College, Cambridge *v.* Greensmith, [1912] 2 Ch. 280; 81 L. J. Ch. 555; 106 L. T. 1009; 56 S. J. 551 . . . 391
St. Catherine's Milling and Lumber Co. *v.* R., 1889, 14 App. Cas. 46; 58 L. J. P. C. 54 . . . 398
St. George, Hanover Square (Rector and Churchwardens) *v.* Westminster Corporation, [1910] A. C. 225; 79 L. J. Ch. 310; 102 L. T. 290; 74 J. P. 153; 8 L. G. R. 337; 54 S. J. 325; 26 T. L. R. 327 100
St. John the Evangelist, *In re,* [1909] P. 6 . . . . 123, 610
St. Matthew, Bethnal Green Union *v* Paddington Union, [1913] 1 K. B. 508; 83 L. J. K. B. 43; 107 L. T. 841; 77 J. P. 113; 57 S. J. 171; 29 T. L. R. 114 . . 246, 572
St. Paul, Bow Common, [1909] P. 245; 25 T. L. R. 425 . . . 610
St. Thomas's Hospital (Governors), *Ex parte,* Richardson, *In re,* [1911] 2 K. B. 705; 80 L. J. K. B. 1232; 105 L. T. 226; 18 Mans. 327 70
St. Thomas' Hospital *v.* Richardson, [1910] 1 K. B. 271; 79 L. J. K. B. 488; 101 L. T. 771; 17 Mans. 129 74
Saker, In the Goods of, [1909] P. 233; 78 L. G. R. 85; 101 L. T. 400; 53 S. J. 562 . . . 336
Salaman, *Ex parte;* Ashwell, *In re,* [1912] 1 K. B. 390; 81 L. J. K. B. 177; 106 L. T. 190; 19 Mans. 49; 56 S. J. 189; 28 T. L. R. 166 72
Salaman, *Ex parte;* Magnus, *In re,* [1910] 2 K. B. 1049; 80 L. J. K. B. 71; 103 L. T. 406 . . 71
Salaman, *Ex parte;* Pilling, *In re,* [1906] 2 K. B. 644; 75 L. J. K. B. 739; 95 L. T. 362; 13 Mans. 229 67
Salaman, *Ex parte;* Saumarez, *In re,* [1907] 2 K. B. 170; 76 L. J. K. B. 828; 97 L. T. 121; 14 Mans. 170; 23 T. L. R. 477 . 198
Salaman, *In re;* De Pass *v.* Sonnenthal, [1908] 1 Ch. 4; 77 L. J. Ch. 60; 98 L. T. 255 . . 414
Salaman *v.* Holford, [1909] 2 Ch. 602; 79 L. J. Ch. 41; 101 L. T. 505 29
Sale, *In re;* Nisbet *v.* Philp, [1913] 2 Ch. 697 23
Salmon *v.* Edwards, [1910] 1 Ch. 552; 79 L. J. Ch. 296; 102 L. T. 456; 74 J. P. 177; 8 L. G. R. 405; 54 S. J. 406; 26 T. L. R. 325 422
Salomans *v.* Pender, 1865, 3 H. & C. 639; 34 L. J. Ex. 95; 11 Jur. N. S. 432; 12 L. T. 267; 13 W. R. 637 577
Salt *v.* Tomlinson, [1911] 2 K. B. 391; 80 L. J. K. B. 897; 105 L. T. 31; 75 J. P. 398; 9 L. G. R. 822; 22 Cox C. C. 479; 27 T. L. R. 427 350
Salts *v.* Battersby, [1910] 2 K. B. 155; 79 L. J. K. B. 937; 102 L. T. 730 22
Salvin, *In re;* Worsley *v.* Marshall, [1912] 1 Ch. 332; 81 L. J. Ch. 248; 106 L. T. 35; 56 S. J. 241; 28 T. L. R. 190 . 20, 410
Salybia, The, [1910] P. 25; 79 L. J. P. 31; 101 L. T. 959; 11 Asp. 361; 26 T. L. R. 170 . 254, 568
Samson *v.* Aitchison, [1912] A. C. 844; 82 L. J. P. C. 1; 107 L. T. 106; 28 T. L. R. 559 . . 504
Samuel *v.* Bell, 1905, 22 T. L. R. 118 411
Samuel *v.* Wetherly, [1907] 1 K. B. 709; 76 L. J. K. B. 357; 96 L. T. 552; 23 T. L. R. 280; [1908] 1 K. B. 184; 77 L. J. K. B. 69; 98 L. T. 169; 24 T. L. R. 160 684
Samuel's (Sir Stuart) Seat, *In re,* [1913] A. C. 514; 82 L. J. P. C. 106; 108 L. T. 696; 29 T. L. R. 429 522
Sandbrook, *In re;* Noel *v.* Sandbrook, [1912] 2 Ch. 471; 81 L. J. Ch. 800; 107 L. T. 148; 56 S. J. 721 154
Sandeman *v.* Tyzack and Branfoot Steamship Co., [1913] A. C. 680; 83 L. J. P. C. 23; 109 L. T. 580; 57 S. J. 752; 29 T. L. R. 694 89
Sanders *v.* Hobson; Rhodes, *In re,* [1909] 1 Ch. 815; 78 L. J. Ch. 434; 100 L. T. 959 . . 619
Sanders *v.* Sanders, [1911] P. 101; 80 L. J. P. 44; 104 L. T. 231; 55 S. J. 312 262
Sandford *v.* Porter, [1912] 2 Ir. R. 551 640
Sanitary Carbon Co., *In re,* 1877, W. N. 223; 12 L. J. N. C. 183 . 141
Sansom and Narbeth's Contract, *In re,* [1910] 1 Ch. 741; 79 L. J. Ch. 374; 102 L. T. 677; 54 S. J. 475 568
Sapwell *v.* Bass, [1910] 2 K. B. 486; 79 L. J. K. B. 932; 102 L. T. 811; 26 T. L. R. 452 . 220
Saqui & Lawrence *v.* Stearns, [1911] 1 K. B. 426; 80 L. J. K. B. 451; 16 Com. Cas. 32 98

Sargasso, The, [1912] P. 192; 82 L. J. P. 9; 107 L. T. 204; 12 Asp. M. C. 202; 28 T. L. R. 444 120
Sarpy *v.* Holland, [1908] 2 Ch. 198; 77 L. J. Ch. 637; 99 L. T. 317; 24 T. L. R. 600 181
Sassoon *v.* Western Assurance Co., [1912] A. C. 561; 81 L. J. P. C. 231; 106 L. T. 929; 12 Asp. M. C. 206; 17 Com. Cas. 274 . 532
Saul *v.* Routledge; Routledge, *In re,* [1909] 1 Ch. 280; 78 L. J. Ch. 136; 99 L. T. 919 . . . 676
Saumarez, *In re;* Salaman, *Ex parte,* [1907] 2 K. B. 170; 76 L. J. K. B. 828; 97 L. T. 121; 14 Mans. 170; 23 T. L. R. 477 . 198
Saunders *v.* Bevan, 1912, 107 L. T. 70; 56 S. J. 666; 28 T. L. R. 518 . . . . 235, 350, 591
Saunders *v.* Haslam; Knollys' Trusts, *In re,* [1912] 2 Ch. 357; 81 L. J. Ch. 572; 107 L. T. 335; 56 S. J. 632 427
Saunders & Co., Ltd., *In re,* [1908] 1 Ch. 415; 77 L. J. Ch. 289; 98 L. T. 533; 15 Mans. 142; 24 T. L. R. 263 143
Savarkar, *Ex parte;* R. *v.* Brixton, Prison (Governor), [1910] 2 K. B. 1056; 80 L. J. K. B. 57; 103 L. T. 473; 54 S. J. 635; 26 T. L. R. 561 . . . . 204, 377
Saxby *v.* Fulton, [1909] 2 K. B. 208; 78 L. J. K. B. 781; 53 S. J. 397; 25 T. L. R. 446 . . 373
Scarborough Corporation *v.* Cooper, [1910] 1 Ch. 68; 79 L. J. Ch. 38; 101 L. T. 552; 74 J. P. 44; 8 L. G. R. 54; 26 T. L. R. 88 499
Scarsdale, The, [1907] A. C. 373; 76 L. J. P. 147; 97 L. T. 526; 23 T. L. R. 729 . . . . 198, 347, 351
Schenk, *In re;* West Hyde Estate Co., *Ex parte.* See *In re* Debtor (No. 837 of 1912).
Schofield *v.* Bolton Corporation, 1910, 54 S. J. 213; 26 T. L. R. 230 502
Schofield *v.* Clough, [1913] 2 K. B. 103; 82 L. J. K. B. 447; 108 L. T. 532; [1913] W. C. & I. Rep. 292; 57 S. J. 243 . . 305
Schwan, The, [1909] A. C. 450; 78 L. J. P. 112; 101 L. T. 289; 11 Asp. 286; 53 S. J. 696; 25 T. L. R. 742 473
Schwartz *v.* India-Rubber, Gutta-Percha, and Telegraph Works, Ltd., [1912] 2 K. B. 299; 81 L. J. K. B. 780; 106 L. T. 706; 28 T. L. R. 331; [1912] W. C. Rep. 190 275
Schweder *v.* Worthing Gas Co., [1912] 1 Ch. 83; 81 L. J. Ch. 102; 105 L. J. 670; 76 J. P. 3; 10 L. G. R. 19; 56 S. J. 53; 28 T. L. R. 34 . . . 374, 687
Schweder *v.* Worthing Gas Light and Coke Co. (No. 2), [1913] 1 Ch. 118; 82 L. J. Ch. 71; 107 L. T. 844; 77 J. P. 41; 11 L. G. R. 17; 57 S. J. 44 . . 374, 687
Scott, *In re;* Scott *v.* Scott, [1911] 2 Ch. 374; 80 L. J. Ch. 750; 105 L. T. 577 2
Scott *v.* Brown, 1904, 69 J. P. 89; 4 L. G. R. 103 29
Scott *v.* Jack, [1913] S. C. (J) 87 . 484
Scott *v.* National Society for Prevention of Cruelty to Children, 1909, 25 T. L. R. 789 . . . 468
Scott *v.* Scott, [1913] A. C. 417; 82 L. J. P. 74; 109 L. T. 1; 57 S. J. 498; 29 T. L. R. 520 . 101, 155, 203
Scott *v.* Scott, [1913] P. 52; 82 L. J. P. 39; 108 L. T. 49; 57 S. J. 227; 29 T. L. R. 206 . . 260
Scottish Economic Life Assurance Society, *Ex parte,* 1890, 45 Ch. D. 220; 60 L. J. Ch. 14; 62 L. T. 926; 38 W. R. 684 . . . 523
Scottish Shire Line *v.* Commissioners of Inland Revenue, [1912] S. C. 1108 . . . 396
Scottish Shire Line *v.* London and Provincial Marine and General Insurance Co., [1912] 3 K. B. 51; 81 L. J. K. B. 1066; 107 L. T. 46; 17 Com. Cas. 240; 56 S. J. 551 . . . . . . 472, 474
Scottish Widows' Fund Life Assurance Society *v.* Blennerhassett, [1912] A. C. 281; 81 L. J. P. C. 160; 106 L. T. 4; 28 T. L. R. 187 413
Screw Collier Co. *v.* Webster, [1910] A. C. 165; 79 L. J. P. C. 57 121
Scriven *v.* Hindley, [1913] 3 K. B. 564; 83 L. J. K. B. 40; 109 L. T. 526 156
Seabrook, *In re;* Gray *v.* Baddeley, [1911] 1 Ch. 151; 80 L. J. Ch. 61; 103 L. T. 587 575
Seacombe, The; Devonshire, The [1912] P. 21; 81 L. J. P. 36; 106 L. T. 241; 12 Asp. M. C. 137 577
Seal, *Ex parte;* Campbell, *In re,* [1911] 2 K. B. 992; 81 L. J. K. B. 154; 105 L. T. 529; 19 Mans. 1 76
Seal *v.* Alexander, [1912] 1 K. B. 469; 81 L. J. K. B. 628; 106 L. T. 121; 76 J. P. 156; 22 Cox C. C. 697; 28 T. L. R. 196 . 344
Seal *v.* British Orphan Asylum, 1911, 104 L. T. 424; 9 L. G. R.

238; 75 J. P. 152; 22 Cox C. C. 392 343
Seal *v.* Kingston, [1908] 2 K. B. 579; 77 L. J. K. B. 965; 99 L. T. 504; 24 T. L. R. 650 . . 525
Searle, *In re;* Brooke *v.* Searle, [1912] 1 Ch. 610; 81 L. J. Ch. 375; 106 L. T. 458; 56 S. J. 444 508
Searle, *In re;* Ryder *v.* Bond, [1912] 2 Ch. 365; 81 L. J. Ch. 751; 106 L. T. 1005; 56 S. J. 613 467
Searle *v.* Staffordshire County Council, 1911, 104 L. T. 61; 75 J. P. 116; 9 L. G. R. 24; 2 Smith 244 367
Seaver *v.* Seaver, 1846, 2 Sw. & Tr. 665 605
Seed, *In re;* King, *Ex parte,* [1910] 1 K. B. 661; 79 L. J. K. B. 421; 102 L. T. 366; 17 Mans. 121; 54 S. J. 343; 26 T. L. 348 . . 490
Segelcke, *In re;* Ziegler *v.* Nicol, [1906] 2 Ch. 301; 75 L. J. Ch. 494; 95 L. T. 708; 54 W. R. 624 448
Sekgome, *Ex parte;* R. *v.* Crewe, [1910] 2 K. B. 576; 79 L. J. K. B. 874; 102 L. T. 760; 26 T. L. R. 439 . . . . . 352, 376
Seldon *v.* Wilde, [1911] 1 K. B. 701; 80 L. J. K. B. 282; 104 L. T. 194 643
Semolicus, The, [1909] P. 109; 78 L. J. P. 52; 100 L. T. 382; 11 Asp. 206 121
Senior *v.* Fountains, [1907] 2 K. B. 563; 76 L. J. K. B. 928; 97 L. T. 562; 23 T. L. R. 634 . . 281
Sequin *v.* New York Taxicab Co., New York Taxicab Co., *In re,* 1912, 82 L. J. Ch. 41; 57 S. J. 98 234
Sewell, *In re;* White *v.* Sewell, [1909] 1 Ch. 806; 78 L. J. Ch. 432; 100 L. T. 863; 16 Mans. 113 676
Seymour, *In re;* Fielding *v.* Seymour, [1913] 1 Ch. 475; 82 L. J. Ch. 233; 108 L. T. 392; 57 S. J. 321 242
Shackleton, *Ex parte;* R. *v.* Yorkshire JJ., [1910] 1 K. B. 439; 79 L. J. K. B. 244; 102 L. T. 138; 74 J. P. 127; 8 L. G. R. 163; 22 Cox C. C. 280 . . 498
Shackleton *v.* Swift, [1913] 2 K. B. 304; 82 L. J. K. B. 607; 108 L. T. 400; 77 J. R. 241; 11 L. G. R. 462 55
Shaftesbury Union *v.* Brockway, [1913] 1 K. B. 159; 82 L. J. K. B. 222; 108 L. T. 336; 77 J. P. 120; 11 L. G. R. 176; 23 Cox C. C. 318; 29 T. L. R. 144 . 571
Sharpe *v.* Carswell, [1910] S. C. 391 276
Sharpe *v.* Dawes, 1886, 2 Q. B. D. 26; 46 L. J. Q. B. 104; 36 L. T. 188; 25 W. R. 66 . . 141
Sharpe *v.* Haggith, 1912, 106 L. T. 13; 28 T. L. R. 194 . . . 185
Sharpe *v.* Sharpe, [1909] P. 20; 78 L. J. P. 21; 99 L. T. 884; 25 T. L. R. 131 . . . 468, 469
Sharpness New Docks and Gloucester and Birmingham Navigation Co. *v.* Worcester Corporation, [1913] 1 K. B. 422; 82 L. J. K. B. 187; 108 L. T. 517; 77 J. P. 121; 11 L. G. R. 157; 29 T. L. R. 142 662
Shaw *v.* Cates, [1909] 1 Ch. 389; 78 L. J. Ch. 226; 100 L. T. 146 . 676
Shaw *v.* Crompton, [1910] 2 K. B. 370; 80 L. J. K. B. 52; 103 L. T. 501 461
Shaw *v.* Holland, [1913] 2 K. B. 15; 82 L. J. K. B. 592; 108 L. T. 543; 18 Com. Cas. 153; 29 T. L. R. 341 . . . 88
Shaw *v.* Royce, Ltd., [1911] 1 Ch. 138; 80 L. J. Ch. 163; 103 L. T. 712; 18 Mans. 159; 55 S. J. 188 . . . . 143, 227
Shaw *v.* Smith, 1886, 18 Q. B. D. 193; 56 L. J. Q. B. 174 . . 263
Shaw *v.* Tati Concessions, [1913] 1 Ch. 292; 82 L. J. Ch. 159; 108 L. T. 487; 20 Mans. 104; 57 S. J. 322; 29 T. L. R. 261 . 141
Sheerin *v.* Clayton, [1910] 2 Ir. R. 105 286
Sheffield Assessment Committee *v.* Great Central Rly., [1909] A. C. 78; 78 L. J. K. B. 225; 100 L. T. 89; 7 L. G. R. 227; 73 J. P. 59; 53 S. J. 117; 25 T. L. R. 143 158
Sheffield (Earl), *In re;* Ryde *v.* Bristow, [1911] 2 Ch. 267; 80 L. J. Ch. 521; 105 L. T. 236 . 692
Shenstone *v.* Freeman, [1910] 2 K. B. 84; 79 L. J. K. B. 982; 102 L. T. 682; 54 S. J. 477; 26 T. L. R. 416 256
Shepheard *v.* Bray, [1907] 2 Ch. 571; 76 L. J. Ch. 692; 97 L. T. 729; 14 Mans. 310; 24 T. L. R. 17 134
Shepherd *v.* Croft, [1911] 1 Ch. 521; 80 L. J. Ch. 170; 103 L. T. 874 . . 266, 523, 644, 682
Sheppard, *In re;* De Brimont *v.* Harvey, [1911] 1 Ch. 50; 80 L. J. Ch. 52; 103 L. T. 424; 55 S. J. 13 676
Sherry, *Ex parte;* R. *v.* Richardson, [1909] 2 K. B. 851; 79 L. J. K. B. 13; 101 L. T. 541; 73 J. P. 434; 22 Cox C. C. 182; 25 T. L. R. 711. . . . 653

Shields, *In re*, 1912, 106 L. T. 345 . 78
Shields, *In re;* Corbould-Ellis *v.* Dales, [1912], 1 Ch. 591; 81 L. J. Ch. 370; 106 L. T. 748 . 5
Shilton *v.* Freeman; Freeman's Will, *In re*, [1908] 1 Ch. 720; 77 L. J. Ch. 401; 98 L. T. 429; 24 T. L. R. 300 . 107
Shipp *v.* Frodingham Iron and Steel Co., [1913] 1 K. B. 577; 82 L. J. K. B. 273; 108 L. T. 55; [1913] W. C. & I. Rep. 230; 57 S. J. 264; 29 T. L. R. 215 . 295
Shipton, Anderson & Co. *v.* Weil, [1912] 1 K. B. 574; 81 L. J. K. B. 910; 106 L. T. 372; 17 Com. Cas. 153; 28 T. L. R. 269 . 611
Shirt *v.* Calico Printers' Association, [1909] 2 K. B. 51; 78 L. J. K. B. 528; 100 L. T. 740; 53 S. J. 430; 25 T. L. R. 451 . 286
Shrager, *In re*, 1913, 108 L. T. 346 . 73
Shrager *v.* March, [1908] A. C. 402; 77 L. J. P. C. 105; 99 L. T. 33; 15 Mans. 310; 24 T. L. R. 641 . 73
Shrichand *v.* Lacon, 1906, 22 T. L. R. 245 . 411
Shrimpton *v.* Hertfordshire County Council, 1911, 104 L. T. 145; 15 J. P. 201; 9 L. G. R. 397; 55 S. J. 270; 27 T. L. R. 251 . 269
Shuttleworth *v.* Clews, [1910] 1 Ch. 176; 79 L. J. Ch. 121; 101 L. T. 708 . 683
Sibery *v.* Connelly, 1907, 96 L. T. 140; 10 Asp. 330; 23 T. L. R. 257 . 199, 479, 685
Sidney, *In re;* Hingeston *v.* Sidney, [1908] 1 Ch. 488; 77 L. J. Ch. 296; 98 L. T. 625; 24 T. L. R. 296 . 106
Silicate Paint Co. *v.* Hunt; Hunt, *In re*, [1906] 2 Ch. 295; 75 L. J. Ch. 801; 95 L. T. 600 . 29
Silverstone, *Ex parte;* Goldburg, *In re*, [1912] 1 K. B. 384; 81 L. J. K. B. 382; 105 L. T. 959; 19 Mans. 44 . 75
Simmonds *v.* Stourbridge Glazed Brick and Fire Clay Co., [1910] 2 K. B. 269; 79 L. J. K. B. 997; 102 L. T. 732; 26 T. L. R. 430 . 292
Simmons *v.* Heath Laundry Co., [1910] 1 K. B. 543; 79 L. J. K. B. 395; 102 L. T. 210; 54 S. J. 392; 26 T. L. R. 326 . 275, 293
Simmons *v.* Liberal Opinion; Dunn, *In re*, [1911] 1 K. B. 966; 80 L. J. K. B. 617; 104 L. T. 264; 55 S. J. 315; 27 T. L. R. 278 . 640
Simon, *Ex parte;* R. *v.* Barton and Immingham Light Railway, [1912] 3 K. B. 72; 81 L. J. K. B. 964; 76 J. P. 344 . 595
Simon, *In re*, [1909] 1 K. B. 201; 78 L. J. K. B. 392; 100 L. T. 133; 16 Mans. 96; 25 T. L. R. 140 . 64, 390
Simpson, *In re;* Clarke *v.* Simpson, [1913] 1 Ch. 277; 82 L. J. Ch. 169; 108 L. T. 317; 57 S. J. 302 . 620
Sims, *In re;* Board of Trade, *Ex parte*, [1907] 2 K. B. 36; 76 L. J. K. B. 849 . 67
Sims *v.* Midland Railway, [1913] 1 K. B. 103; 82 L. J. K. B. 67; 107 L. T. 700; 18 Com. Cas. 44; 29 T. L. R. 81 . 103
Sinclair *v.* Fell, [1913] 1 Ch. 155; 82 L. J. Ch. 105; 108 L. T. 152; 57 S. J. 145; 29 T. L. R. 103 . 621
Singleton *v.* Ellison, [1895] 1 Q. B. 607; 64 L. J. M. C. 123 . 96
Sinnott *v.* Bowden, [1912] 2 Ch. 414; 81 L. J. Ch. 832; 107 L. T. 609; [1913] W. C. & I. Rep. 464; 28 T. L. R. 594 . 416
Sirrell *v.* Sirrell, [1911] P. 38; 80 L. J. P. 8; 104 L. T. 79; 27 T. L. R. 155 . 185, 615, 654
Sjoland, *Ex parte;* R. *v.* Brixton Prison (Governor), [1912] 3 K. B. 568; 82 L. J. K. B. 5; 77 J. P. 23; 29 T. L. R. 10 . 345
Skailes *v.* Blue Anchor Line, Ltd., [1911] 1 K. B. 360; 80 L. J. K. B. 442; 103 L. T. 741; 55 S. J. 107; 27 T. L. R. 119 . 276
Skates *v.* Jones, [1910] 2 K. B. 903; 79 L. J. K. B. 1168; 103 L. T. 408; 26 T. L. R. 643 . 301
Skinner *v.* Andrews, 1910, 54 S. J. 360; 26 T. L. R. 340 . 578
Skipper & Tucker *v.* Holloway, [1910] 2 K. B. 630; 79 L. J. K. B. 91: [1910] 2 K. B. 635 (n.); 79 L. J. K. B. 496 . 30
Skipsea, The, [1905] P. 32; 74 L. J. P. 34; 93 L. T. 181; 53 W. R. 538; 10 Asp. 91 . 679
Skyrme, *Ex parte;* Burge, *In re*, [1912] 1 K. B. 393; 81 L. J. K. B. 721; 106 L. T. 47; 20 Mans. 11 . 69, 579
Slater, *Ex parte;* Spink, *In re*, 1913, 108 L. T. 572; 57 S. J. 445; 29 T. L. R. 420 . 67
Slater *v.* Owen; Owen, *In re*, [1912] 1 Ch. 519; 81 L. J. Ch. 337; 106 L. T. 671; 56 S. J. 381 . 182
Slatford *v.* Erlebach, [1912] 3 K. B. 155; 81 L. J. K. B. 14; 106 L. T. 61 . 185
Slazenger *v.* Spalding, [1910] 1 Ch. 257; 79 L. J. Ch. 122; 102 L. T. 390; 27 R. P. C. 20 . 664

Slingsby *v.* Slingsby, [1912] 2 Ch. 21; 81 L. J. Ch. 449; 106 L. T. 666 617
Sly, Spink & Co., *In re*, [1911] 2 Ch. 430; 81 L. J. Ch. 55; 105 L. T. 364; 19 Mans. 65 . . 135
Smith and Belfast Corporation, *In re*, [1910] 2 Ir. R. 285 . . 350
Smith, *In re*; Smith *v.* Smith, [1913] 2 Ch. 216; 83 L. J. Ch. 13; 108 L. T. 337
Smith, *In re*; Wilson, *Ex parte*, [1910] 2 K. B. 346; 80 L. J. Ch. 16; 102 L. T. 861; 26 T. L. R. 492 77
Smith *v.* Atkins; Atkins, *In re*, [1909] 1 Ch. 471; 78 L. J. Ch. 307; 99 L. T. 877 . . . 408
Smith *v.* Callander, [1901] A. C. 297; 70 L. J. P. C. 53 . . 658
Smith *v.* Fife Coal Co., [1913] S. C. 662; [1913] W. C. & I. Rep. 343 284
Smith *v.* General Motor Cab Co., [1911] A. C. 188; 80 L. J. K. B. 839; 105 L. T. 113; 55 S. J. 439; 27 T. L. R. 370 . 4, 101, 277
Smith *v.* Grummitt; Gedney, *In re*, [1908] 1 Ch. 804; 77 L. J. Ch. 428; 98 L. T. 797; 15 Mans. 97 77
Smith *v.* Horlock, 1913, 109 L. T. 196; [1913] W. C. & I. Rep. 441 277
Smith *v.* Humble, 1854, 15 C. B. 321; 3 C. L. R. 225 29
Smith *v.* Lion Brewery Co., [1911] A. C. 150; 80 L. J. K. B. 566; 104 L. T. 321; 75 J. P. 273; 55 S. J. 269; 27 T. L. R. 261; 5 Tax. Cas. 568 395
Smith *v.* Macnally, [1912] 1 Ch. 816; 81 L. J. Ch. 483; 106 L. T. 945; 76 J. P. 466; 10 L. G. R. 434; 56 S. J. 397; 28 T. L. R. 332 . 271
Smith *v.* Martin, [1911] 2 K. B. 775; 80 L. J. K. B. 1256; 105 L. T. 281; 9 L. G. R. 780; 75 J. P. 433; 55 S. J. 535; 27 T. L. R. 468 269
Smith *v.* Newman, [1912] 1 K. B. 162; 81 L. J. K. B. 183; 105 L. T. 631; 9 L. G. R. 1254; 76 J. P. 25; 2 Smith 327; 56 S. J. 16; 28 T. L. R. 19 367
Smith *v.* Perry, [1906] 1 K. B. 262; 75 L. J. K. B. 124; 94 L. T. 140; 70 J. P. 93; 4 L. G. R. 224; 21 Cox C. C. 98; 22 T. L. R. 158 385
Smith *v.* Poole, 1841, 12 Sim. 17; 10 L. J. Ch. 192 462
Smith *v.* Scottish Legal Life Assurance Society, [1912] S. C. 611 370
Smith *v.* Stead; Stead, *In re*, [1913] 1 Ch. 240; 82 L. J. Ch. 143; 108 L. T. 28; 57 S. J. 187 . . 642
Smith *v.* Streatfield, [1913] 3 K. B. 764; 82 L. J. K. B. 1237; 109 L. T. 137; 29 T. L. R. 707 . 582
Smith *v.* Walker; Wise, *In re*, [1913] 1 Ch. 41; 82 L. J. Ch. 25; 107 L. T. 613; 57 S. J. 28 . 573
Smith *v.* Whiteman [1909] 2 K. B. 437; 78 L. J. K. B. 1073; 100 L. T. 770; 16 Mans. 283 . 90
Smith's Dock Co. *v.* Readhead, [1912] 2 K. B. 323; 81 L. J. K. B. 808; 106 L. T. 843; 28 T. L. R. 397; [1912] W. C. Rep. 217 291
Smith-Bosanquet's Settled Estates, *In re*, 1912, 107 L. T. 191 . 427, 674
Smithies *v.* National Association of Operative Plasterers, [1909] 1 K. B. 310; 78 L. J. K. B. 259; 100 L. T. 172; 25 T. L. R. 205 . 671
Smollen's Trade Mark, *In re*, 1912, 29 R. P. C. 158; 56 S. J. 240; 28 T. L. R. 196 . . 663
Smyth *v.* Stretton, 1904, 5 Tax. Cas. 36; 90 L. T. 756; 53 W. R. 288; 20 T. L. R. 443 . 396
Sneddon *v.* Greenfield Coal and Brick Co., [1910] S. C. 362 . . 286
Snelling *v.* Norton Hill Colliery Co., 1913, 109 L. T. 81; [1913] W. C. & I. Rep. 497 289
Sobey *v.* Sainsbury, [1913] 2 Ch. 513; 109 L. T. 393; 57 S. J. 836 98
Société Coloniale Anversoise *v.* London and Brazilian Bank, [1911] 2 K. B. 1024; 80 L. J. K. B. 1361; 105 L. T. 658; 17 Com. Cas. 1; 28 T. L. R. 44 . 59
Société le Ferment's Application, *In re*, 1912, 81 L. J. Ch. 724 663
Solomon, *In re*; Nore *v.* Meyer, [1912] 1 Ch. 261; 81 L. J. Ch. 169; 105 L. T. 951; 56 S. J. 109; 28 T. L. R. 84; [1913] 1 Ch. 200; 82 L. J. Ch. 160; 108 L. T. 87 677
Solomon *v.* Attenborough. *See* Attenborough *v.* Solomon.
Soper, *In re*; Naylor *v.* Kettle, [1912] 2 Ch. 467; 81 L. J. Ch. 826; 107 L. T. 525 . . . 506
Sorensen *v.* Gaff, [1912] S. C. 1163; [1912] W. C. Rep. 342 . 295
South African Breweries Ltd. *v.* Durban Corporation, [1912] A. C. 412; 81 L. J. P. C. 217; 106 L. T. 385 418
South African Territories *v.* Wellington, [1898] A. C. 309; 67 L. J. Q. B. 470; 78 L. T. 426; 14 T. L. R. 298; 46 W. R. 545 . . 219, 418, 491, 492
South-Eastern Rly. *v.* Associated Portland Cement Manufacturers,

[1910] 1 Ch. 12; 79 L. J. Ch. 150; 101 L. T. 865; 74 J. P. 21; 54 S. J. 80; 26 T. L. R. 61 . . . 549, 645

South of England Natural Gas and Petroleum Co., *In re*, [1911] 1 Ch. 573; 80 L. J. Ch. 358; 104 L. T. 378; 18 Mans. 241; 55 S. J. 442 134

Southport & Lytham Tramroad Act, 1900, *In re;* Hesketh, *Ex parte*, [1911] 1 Ch. 121; 80 L. J. Ch. 137; 104 L. T. 154 . . 523

South Stoneham Union, *Ex parte;* R. *v.* Local Government Board. *See* Local Government Board *v.* South Stoneham Union.

South Suburban Gas Co. *v.* Metropolitan Water Board, [1909] 2 Ch. 666; 79 L. J. Ch. 27; 101 L. T. 560; 8 L. G. R. 43; 73 J. P. 503; 26 T. L. R. 12 . . 688

Southwark Union *v.* London County Council, [1910] 2 K. B. 559; 79 L. J. K. B. 826; 102 L. T. 747; 8 L. G. R. 536 . . 220

Spanish Prospecting Co., Ltd., *In re*, [1911] 1 Ch. 92; 80 L. J. Ch. 210; 103 L. T. 609; 18 Mans. 191; 55 S. J. 63; 27 T. L. R. 76 586

Sparenborg *v.* Edinburgh Life Assurance Co., [1912] 1 K. B. 195; 81 L. J. K. B. 299; 106 L. T. 567; 28 T. L. R. 51 . . 458

Sparrow and James' Contract, *In re*, [1910] 2 Ch. 60; 79 L. J. Ch. 491 (n.) 568

Spence *v.* Baird, [1912] S. C. 343; [1912] W. C. Rep. 18 . . 285

Spencer Cooper, *In re;* Poe *v.* Spencer Cooper, [1908] 1 Ch. 130; 77 L. J. Ch. 64; 98 L. T. 344 19

Spencer *v.* Turner; Hudson, *In re*, [1911] 1 Ch. 206; 80 L. J. Ch. 129; 103 L. T. 718 225

Spencer *v.* Willis; Willis, *In re*, [1911] 2 Ch. 563; 81 L. J. Ch. 8; 105 L. T. 295; 55 S. J. 598 . . . 675, 692

Speyer *v.* Inland Revenue Commissioners, [1908] A. C. 92; 77 L. J. K. B. 302; 98 L. T. 286; 24 T. L. R. 257 . . . . 228, 586

Spiers *v.* Hunt, [1908] 1 K. B. 720; 77 L. J. K. B. 321; 98 L. T. 27; 24 T. L. R. 183 . . 94

Spiers & Pond *v.* Green, [1912] 3 K. B. 576; 82 L. J. K. B. 26; 77 J. P. 11; 10 L. G. R. 1050; 29 T. L. R. 14 484

Spillers & Bakers, Ltd. *v.* Great Western Railway, [1911] 1 K. B. 386; 80 L. J. K. B. 401; 103 L. T. 685; 55 S. J. 75; 27 T. L. R. 97 594

Spink, *In re;* Slater, *Ex parte*, 1913, 108 L. T. 572; 57 S. J. 445; 29 T. L. R. 420 67

Spottiswoode, Hunting & Dixon, *In re*, [1912] 1 Ch. 410; 81 L. J. Ch. 446; 106 L. T. 23; 19 Mans. 240; 56 S. J. 272; 28 T. L. R. 214 150

Spratly, *In re*, [1909] 1 K. B. 559; 78 L. J. K. B. 390; 100 L. T. 378; 16 Mans. 91; 53 S. J. 246; 25 T. L. R. 261 77

Spring *v.* Fernandez, [1912] 1 K. B. 294; 81 L. J. K. B. 201; 105 L. T. 792; 56 S. J. 110 . 190, 649

SS. Calcutta Co., Ltd. *v.* Weir, [1910] P. 759; 79 L. J. K. B. 401; 102 L. T. 428; 11 Asp. 395; 15 Com. Cas. 172; 26 T. L. R. 237 89

SS. Raphael (Owners) *v.* Brandy, [1911] A. C. 413; 80 L. J. K. B. 1067; 105 L. T. 116; 55 S. J. 579; 27 T. L. R. 497 . 276, 293, 294

Stacey *v.* Wallis, 1912, 28 T. L. R. 209 88

Staffordshire and Worcestershire Canal Co. *v.* Bradley, [1912] 1 Ch. 91; 91 L. J. Ch. 147; 106 L. T. 215; 56 S. J. 91 567

Staffordshire Financial Co. *v.* Valentine, [1910] 2 K. B. 233; 79 L. J. K. B. 680; 102 L. T. 467; 26 T. L. R. 362 . . 489

Staffordshire Joint Stock Bank *v.* Weaver, 1884, W. N. 78 . . 491

Stait *v.* Fenner, [1912] 2 Ch. 504; 81 L. J. Ch. 710; 107 L. T. 120; 56 S. J. 669 . . 192, 418, 508

Stallmann, *Ex parte;* R. *v.* Brixton Prison (Governor), [1912] 3 K. B. 424; 82 L. J. K. B. 8; 77 J. P. 553; 23 Cox C. C. 192; 28 T. L. R. 572 . . . 340, 345, 376

Stamford & Warrington (Earl), *In re;* Payne *v.* Grey, [1911] 1 Ch. 648; 80 L. J. Ch. 361; 105 L. T. 12; 75 J. P. 346; 9 L. G. R. 719; 55 S. J. 483; 27 T. L. R. 356 382

Stamford & Warrington (Earl), *In re;* Payne *v.* Grey, [1912] 1 Ch. 343; 81 L. J. Ch. 302; 105 L. T. 913; 56 S. J. 204; 28 T. L. R. 159 549

Stamford, Spalding and Boston Banking Co. *v.* Smith, [1892] 1 Q. B. 765; 61 L. J. Q. B. 405; 16 L. T. 306; 40 W. R. 355 . 462

Stamford, Spalding and Boston Banking Co. *v.* Keeble, [1913] 2 Ch. 96; 82 L. J. Ch. 388 . 493, 602

Stancomb *v.* Trowbridge Urban Council, [1910] 2 Ch. 190; 79 L. J. Ch. 519; 102 L. T. 647;

74 J. P. 210; 8 L. G. R. 631; 54 S. J. 458; 26 T. L. R. 407 . 331

Standing *v.* Eastwood, 1912, 106 L. T. 477; [1912] W. C. Rep. 200 289

Stangoe *v.* Slatter, 1896, 60 J. P. 342 111

Stansfield *v.* Andrews, 1909, 100 L. T. 529; 73 J. P. 167; 22 Cox C. C. 84; 25 T. L. R. 259 . . 457

Stapleton *v.* Dinnington Main Coal Co., 1912, 107 L. T. 247; [1912] W. C. Rep. 376 287

Star Steam Laundry Co. *v.* Dukas, 108 L. T. 367; 57 S. J. 390; 29 T. L. R. 269 135

Statham *v.* Statham, [1912] P. 92; 81 L. J. P. 33; 105 L. T. 991; 28 T. L. R. 180 339

Stathatos *v.* Stathatos, [1913] P. 46; 82 L. J. P. 34; 107 L. T. 592; 56 S. J. 114; 29 T. L. R. 54 . . . . . 351, 476, 511

Stead *In re;* Smith *v.* Stead, [1913] 1 Ch. 240; 82 L. J. Ch. 143; 108 L. T. 28; 57 S. J. 187 642

Stead, *In re.* *See* Stead *v.* Smith.

Stead *v.* Aykroyd, [1911] 1 K. B. 57; 80 L. J. K. B. 78; 103 L. T. 727; 74 J. P. 482 85

Stead *v.* Smith, [1911] A. C. 688; 81 L. J. K. B. 68; 105 L. T. 120; 55 S. J. 616 259

Steam Hopper, No. 66, *The,* [1908] A. C. 126; 77 L. J. P. 84; 98 L. T. 464; 11 Asp. 37; 24 T. L. R. 384 . . . . 116, 463

Steed *v.* Preece, 1874, L. R. 18 Eq. 192; 43 L. J. Ch. 687; 22 W. R. 432 676

Steeden *v.* Walden, [1910] 2 Ch. 393; 79 L. J. Ch. 613; 103 L. T. 135; 54 S. J. 681; 26 T. L. R. 590 406

Steele *v.* Rogers, 1912, 106 L. T. 79; 76 J. P. 150; 28 T. L. R. 198 208

Steele *v.* South Wales Miners' Association, [1907] 1 K. B. 361; 76 L. J. K. B. 333; 96 L. T. 260; 23 T. L. R. 228 671

Stephenson, *In re;* Poole *v.* The Company, [1913] 2 Ch. 201; 107 L. T. 33; 56 S. J. 648 . . 229

Stepney and Bow Educational Foundation (Governors) *v.* Inland Revenue Commissioners, [1913] 3 K. B. 570; 82 L. J. K. B. 1300; 109 L. T. 165; 29 T. L. R. 631 434

Stepney Spare Motor Wheel Co. *v.* Hall, 1911, 28 R. P. C. 381 . 527

Stevens *v.* Insoles, [1912] 1 K. B. 36; 81 L. J. K. B. 47; 105 L. T. 617 289

Stevenson *v.* Brownell, [1912] 2 Ch. 344; 81 L. J. Ch. 694; 106 L. T. 994; 56 S. J. 571 . . 411

Stevenson *v.* Stevenson, [1911] P. 191; 80 L. J. P. 137; 105 L. T. 183; 27 T. L. R. 547 . . 246, 260

Stewart, *In re;* Stewart *v.* M'Laughlin, [1908] 2 Ch. 251; 77 L. J. Ch. 525; 99 L. T. 106; 24 T. L. R. 679 . . . 338, 604

Stewart *v.* Williamson, [1910] A. C. 455; 80 L. J. P. C. 29; 102 L. T. 551 658

Stirling, *In re;* Stirling *v.* Stirling, [1908] 2 Ch. 344; 77 L. J. Ch. 717; 99 L. T. 9; 24 T. L. R. 721 351

Stirling *v.* Burdett, [1911] 2 Ch. 418; 81 L. J. Ch. 49; 105 L. T. 573 376

Stocks *v.* Wilson, [1913] 2 K. B. 235; 82 L. J. K. B. 598; 108 L. T. 834; 20 Mans. 129; 29 T. L. R. 352 405

Stoddart *v.* Hawke, [1902] 1 K. B. 353; 71 L. J. K. B. 133 . . 86

Stoddart *v.* Union Trust Ltd., [1912] 1 K. B. 181; 80 L. J. K. B. 140; 105 L. T. 806 . 31, 568, 618

Stokes *v.* Stokes, [1911] P. 195; 80 L. J. P. 142; 105 L. T. 416; 75 J. P. 502; 55 S. J. 690; 27 T. L. R. 553 654

Stone *v.* Burn, [1911] 1 K. B. 927; 80 L. J. K. B. 560; 103 L. T. 540; 74 J. P. 456; 27 T. L. R. 6 481

Stone *v.* Tyler, [1905] 1 K. B. 290; 74 L. J. K. B. 18; 92 L. T. 83; 69 J. P. 4; 2 L. G. R. 1363; 20 Cox C. C. 763; 21 T. L. R. 33 689

Storey *v.* Bermondsey Town Clerk, [1910] 1 K. B. 203; 79 L. J. K. B. 349; 102 L. T. 52; 74 J. P. 94; 8 L. G. R. 128; 54 S. J. 197; 2 Smith, 179; 26 T. L. R. 190 608

Storey *v.* Inland Revenue Commissioners, 1913, 109 L. T. 559; 58 S. J. 121; 30 T. L. R. 39 . 440

Stourcliffe Estate Co. *v.* Bournemouth Corporation, [1910] 2 Ch. 12; 79 L. J. Ch. 455; 102 L. T. 629; 74 J. P. 289; 8 L. G. R. 595; 26 T. L. R. 450 . 680

Stowe *v.* Benstead, [1909] 2 K. B. 415; 78 L. J. K. B. 837; 101 L. T. 38; 73 J. P. 370; 53 S. J. 543; 25 T. L. R. 546 . . . 371

Strong *v.* Bird, 1874, L. R. 18 Eq. 315; 43 L. J. Ch. 814; 30 L. T. 745; 22 W. R. 788 . . 604

Strong *v.* Treise, [1909] 1 K. B. 613; 78 L. J. K. B. 401; 100 L. T. 340; 73 J. P. 105; 7 L. G. R. 411; 25 T. L. R. 214 268

Strutt *v.* Clift, [1911] 1 K. B. 1; 80 L. J. K. B. 114; 103 L. T. 722; 74 J. P. 471; 8 L. G. R. 989; 27 T. L. R. 14 312

Stuart *v.* Halstead, 1911, 55 S. J. 398 607

Stubbings *v.* Clunie-Ross; Clunie-Ross, *In re*, [1912] W. N. 33; 106 L. T. 96; 56 S. J. 252 . . 446

Stubbs *v.* Russell, [1913] A. C. 386; 82 L. J. P. C. 98; 108 L. T. 529; 29 T. L. R. 409 . . 92, 243

Stubbs *v.* Slater, [1910] 1 Ch. 632; 79 L. J. Ch. 420; 102 L. T. 444 491, 530, 577

Stuckey *v.* Hooke, [1906] 2 K. B. 20; 75 L. J. K. B. 504; 94 L. T. 723; 54 W. R. 509; 70 J. P. 393; 4 L. G. R. 815; 22 T. L. R. 508 29

Studley *v.* Studley, [1913] P. 119; 82 L. J. P. 65; 108 L. T. 657; 57 S. J. 425 260

Sturgeon *v.* Salmon, 1906, 22 T. L. R. 584 524

Sturmey Motors, Ltd., *In re;* Rattray *v.* Sturmey Motors, Ltd., [1913] 1 Ch. 16; 82 L. J. Ch. 68; 107 L. T. 523; 57 S. J. 44 . 393, 417

Suart *v.* Suart, [1910] P. 246; 79 L. J. P. 86; 54 S. J. 636; 26 T. L. R. 595 622

Suevic, The, [1908] P. 154; 77 L. J. P. 92; 98 L. T. 188; 11 Asp. 16 613

Suevic, The, (No. 2), [1908] P. 292; 77 L. J. P. 152; 99 L. T. 474; 72 J. P. 407; 6 L. G. R. 946; 11 Asp. 140; 24 T. L. R. 699 . . 18

Sugden, *Ex parte;* Kitson, *In re*, [1911] 2 K. B. 109; 80 L. J. K. B. 1147; 18 Mans. 224; 55 S. J. 443 . . . . 9, 79

Sugden *v.* Leeds Corporation, 1913, 108 L. T. 578; 77 J. P. 225; 11 L. G. R. 662; 57 S. J. 425; 29 T. L. R. 402 394

Sullivan *v.* Sullivan, [1912] 2 Ir. R. 116 309

Summerlee Iron Co. *v.* Freeland, [1913] A. C. 221; 82 L. J. P. C. 102; [1913] S. C. (H. L.) 8; 108 L. T. 465; [1913] W. C. & I. Rep. 302; 57 S. J. 281; 29 T. L. R. 277 303

Summerlee Iron Co. *v.* Thomson, [1913] S. C. (J) 34 673

Summers, *In re;* Official Receiver, *Ex parte*, [1907] 2 K. B. 166; 76 L. J. K. B. 707; 96 L. T. 791; 14 Mans. 101; 23 T. L. R. 465 78

Sumner's Settled Estates, *In re*, [1911] 1 Ch. 315; 80 L. J. Ch. 257; 103 L. T. 897; 55 S. J. 155; 27 T. L. R. 173 . . . 619

Sun Insurance Office *v.* Clark, [1912] A. C. 443; 81 L. J. K. B. 488; 106 L. T. 438; 6 Tax. Cas. 59; 56 S. J. 378; 28 T. L. R. 303 395

Sunderland, *In re;* Leech, *Ex parte*, [1911] 2 K. B. 658; 80 L. J. Ch. 825; 105 L. T. 233; 18 Mans. 123; 55 S. J. 568; 27 T. L. R. 454 65

Sunderland Orphan Asylum *v.* River Wear Commissioners, [1912] 1 Ch. 191; 81 L. J. Ch. 269; 106 L. T. 288 418

Surman *v.* Biddell; Behrend's Trust, *In re*, [1911] 1 Ch. 687; 80 L. J. Ch. 394; 104 L. T. 626; 55 S. J. 459 70

Surrey *v.* Perrin; Bonnefoi, *In re*, [1912] P. 232; 82 L. J. P. 17; 107 L. T. 512; 57 S. J. 62. . 583

Surtees' Executors, *Ex parte;* Pilling, *In re*, [1909] 2 K. B. 788; 78 L. J. K. B. 1107; 101 L. T. 433; 16 Mans. 280; 25 T. L. R. 809 76

Sussex (Sheriff), *Ex parte;* Rogers, *In re*, [1911] 1 K. B. 104, 641; 80 L. J. K. B. 418; 103 L. T. 883; 18 Mans. 22; 55 S. J. 219; 27 T. L. R. 199 72

Sutcliffe *v.* Great Western Rly., [1910] 1 K. B. 478; 79 L. J. K. B. 437; 101 L. T. 930; 54 S. J. 198; 26 T. L. R. 205. . 104

Sutton *v.* Bowden, [1913] 1 Ch. 518; 82 L. J. Ch. 322; 108 L. T. 637; 29 T. L. R. 262 . 99, 154

Sutton *v.* Great Northern Rly., [1909] 2 K. B. 791; 79 L. J. K. B. 81; 101 L. T. 175 . . 304

Sutton *v.* Thomas; Thomas, *In re*, [1912] 2 Ch. 348; 81 L. J. Ch. 603; 106 L. T. 996; 56 S. J. 571 238

Swale *v.* Ipswich Tannery, 1906, 11 Com. Cas. 88 479

Swan and Edgar *v.* Mathieson, 1911, 103 L. T. 832; 27 T. L. R. 153 389

Swanley Coal Co. *v.* Denton, [1906] 2 K. B. 873; 75 L. J. K. B. 1009; 95 L. T. 659; 13 Mans. 353 91

Swansea Improvements and Tramway Co. *v.* Swansea Urban Sanitary Authority, [1892] 1 K. B. 216; 61 L. J. M. C. 124; 66 L. T. 119; 40 W. R. 283; 56 J. P. 248 597

Swansea Vale (Owners) *v.* Rice, [1912] A. C. 238; 81 L. J. K. B. 672; 104 L. T. 658; 12 Asp. M. C. 47; 55 S. J. 497; 27 T. L. R. 440 . . . 286

Sweeny *v.* Coote, [1907] A. C. 221;

76 L. J. P. C. 49; 96 L. T. 748; 23 T. L. R. 448 661

Swifte *v.* Att.-Gen. for Ireland, [1912] 1 Ir. R. 133 . . . 106

Swifte *v.* Att.-Gen. for Ireland, [1912] A. C. 276; 81 L. J. P. C. 158; 106 L. T. 3; 28 T. L. R. 199 414

Sykes *v.* Wesleyan and General Assurance Society, 1907, 76 L. J. K. B. 626; 96 L. T. 782 . 191

Symes, *Ex parte*, 1910, 103 L. T. 428; 75 J. P. 33; 9 L. G. R. 154; 22 Cox C. C. 346; 27 T. L. R. 21. 498

Symes *v.* Brown, 1913, 109 L. T. 232; 77 J. P. 345; 11 L. G. R. 1171; 29 T. L. R. 473 . . 268

Symington *v.* Caledonian Railway, [1912] A. C. 87; 81 L. J. P. C. 155; 106 L. T. 193; 56 S. J. 87 487

Symon *v.* Palmer's Stores, [1912] 1 K. B. 259; 81 L. J. K. B. 439; 106 L. T. 176 . . . 651

Symon *v.* Wemyss Coal Co., [1912] S. C. 1239; [1912] W. C. Rep. 336 286

T

Tackey *v.* M'Bain, [1912] A. C. 186; 81 L. J. P. C. 130; 106 L. T. 226 367

Tactician, The, [1907] P. 244; 76 L. J. P. 80; 97 L. T. 621; 23 T. L. R. 369 566

Taff Vale Rly. *v.* Gordon Canning, [1909] 2 Ch. 48; 78 L. J. Ch. 492; 100 L. T. 845 . . . 4

Taff Vale Railway *v.* Jenkins, [1913] A. C. 1; 82 L. J. K. B. 49; 107 L. T. 564; 57 S. J. 27; 29 T. L. R. 19 101

Tailors' Cutters, *In re*, 1912, 107 L. T. 342; 28 T. L. R. 587 409

Talbot *v.* Blindell, [1908] 2 K. B. 144; 77 L. J. K. B. 540; 98 L. T. 859; 24 T. L. R. 477. . 420

Talbot *v.* Von Boris, [1911] 1 K. B. 854; 80 L. J. K. B. 661; 104 L. T. 524; 55 S. J. 290; 27 T. L. R. 266 88

Tamworth Colliery Co. *v.* Hall, [1911] A. C. 665; 81 L. J. K. B. 159; 105 L. T. 449; 55 S. J. 615 293

Tarr, *In re;* Darley *v.* Tarr, 1912, 57 S. J. 60 . . . . . 6, 79

Tarry *v.* Cooke; Cooke's Settlement, *In re*, [1913] 2 Ch. 661; 58 S. J. 67 675

Tate *v.* Fullbrook, [1908] 1 K. B. 821; 77 L. J. K. B. 577; 98 L. T. 706; 24 T. L. R. 347. . 180

Taylor, *In re*, [1912] A. C. 347; 81 L. J. P. C. 169; 105 L. T. 973; 28 T. L. R. 206 . . 366

Taylor, *In re;* Bolton, *Ex parte*, [1909] 1 K. B. 103; 78 L. J. K. B. 102; 99 L. T. 939; 16 Mans. 19; 25 T. L. R. 77 . . 80

Taylor, *In re;* Norvell, *Ex parte*, [1910] 1 K. B. 562; 79 L. J. K. B. 610; 102 L. T. 84; 17 Mans. 145; 54 S. J. 271; 26 T. L. R. 270 77

Taylor, *Ex parte;* R. *v.* Lilley, 1911, 104 L. T. 77; 75 J. P. 95 . . 652

Taylor *v.* Burnham [1910] S. C. 705 . . . . . 276, 280

Taylor *v.* Dawson, [1911] 1 K. B. 145; 80 L. J. K. B. 102; 103 L. T. 508; 75 J. P. 5; 27 T. L. R. 45 341

Taylor *v.* Denny, [1912] A. C. 666; 82 L. J. K. B. 203; 107 L. T. 69; 76 J. P. 417 . . . 26

Taylor *v.* London and North-Western Railway, [1912] A. C. 242; 81 L. J. K. B. 541; 106 L. T. 354; 56 S. J. 323; 28 T. L. R. 290; [1912] W. C. Rep. 95 295

Taylor *v.* Metropolitan Rly., [1906] 2 K. B. 55; 75 L. J. K. B. 735; 95 L. T. 149; 22 T. L. R. 479 . 594

Taylor *v.* Plinston, [1911] 2 Ch. 605; 81 L. J. Ch. 34; 105 L. T. 615; 56 S. J. 33; 28 T. L. R. 11 . . . . 155, 335

Taylor *v.* Pritchard, [1910] 2 K. B. 320; 79 L. J. K. B. 749; 74 J. P. 372; 26 T. L. R. 496. . 613

Taylor *v.* Steel-Maitland, [1913] S. C. 562 658

Taylor *v.* Taylor, 1874, L. R. 17 Eq. 324 19

Taylor *v.* Wilson, 1911, 106 L. T. 44; 76 J. P. 69; 22 Cox C. C. 647; 28 T. L. R. 97 . . 86, 654

Taylor's Patent, *In re*, [1912] 1 Ch. 635; 81 L. J. Ch. 438; 106 L. T. 600; 29 R. P. C. 296; 56 S. J. 415; 28 T. L. R. 293 . 530

Teale, *In re;* Blackburn, *Ex parte*, [1912] 2 K. B. 367; 81 L. J. K. B. 1243; 106 L. T. 893; 19 Mans. 327; 56 S. J. 553; 28 T. L. R. 415 . 71

Tempus, The, [1913] P. 166; 29 T. L. R. 543 121

Tenby (Mayor of) *v.* Mason, [1908] 1 Ch. 457; 77 L. J. Ch. 230; 98 L. T. 349; 72 J. P. 89; 6 L. G. R. 233; 24 T. L. R. 254 . 505, 582

Tennent's Estate, *In re*, [1913] 1 I. R. 280 . . . . 309, 602

Teofani's Trade Mark, *In re*, [1913] 2 Ch. 545; 82 L. J. Ch.

490; 169 L. T. 114; 30 R. P. C. 446; 57 S. J. 686; 29 T. L. R. 591; 674 664

Tew *v.* Briggs; Charlesworth's Trusts, *In re*, [1912] 1 Ch. 319; 81 L. J. Ch. 267; 105 L. T. 817; 56 S. J. 108 225

Tewkesbury Gas Co., *In re ;* Tysoe *v.* Tewkesbury Gas Co., [1911] 2 Ch. 279; 80 L. J. Ch. 590; 55 S. J. 616; 27 T. L. R. 511; [1912] 1 Ch. 1; 80 L. J. Ch. 723; 105 L. T. 569; 56 S. J. 71; 28 T. L. R. 40 . 228, 235, 398

Tewkesbury Union *v.* Upton-on-Severn Union, [1913] 3 K. B. 475; 83 L. J. K. B. 37; 109 L. T. 557; 79 J. P. 9; 10 L. G. R. 1019 . . . . . . 245, 572

Thairlwall *v.* Great Northern Rly., [1910] 2 K. B. 509; 79 L. J. K. B. 924; 103 L. T. 186; 17 Mans. 247; 54 S. J. 652; 26 T. L. R. 555 589

Thames and Mersey Marine Insurance Co. *v.* "*Gunford*" Ship Co., [1911] A. C. 529; 80 L. J. P. C. 146; 16 Com. Cas. 270; 12 Asp. M. C. 49; 55 S. J. 631; 27 T. L. R. 518 472

Thames Ironworks Co., *In re ;* Farmer *v.* Thames Ironworks Co., 1912, 106 L. T. 674; 56 S. J. 413; 28 T. L. R. 273 . 601

Thames Tunnel Act, *In re*, [1908] 1 Ch. 493; 77 L. J. Ch. 330; 98 L. T. 488; 72 J. P. 153; 24 T. L. R. 346 422

Thellusson *v.* Valentia, [1907] 2 Ch. 1; 76 L. J. Ch. 465; 96 L. T. 657; 23 L. T. 455 . . . 111

Theobald *v.* White; White, *In re*, [1913] 1 Ch. 231; 82 L. J. Ch. 149; 108 L. T. 319; 57 S. J. 212 . . . . . . 23, 445

Thomas, *In re ;* Bartley *v.* Thomas [1911] 2 Ch. 389; 80 L. J. Ch. 617; 105 L. T. 59; 55 S. J. 567 610

Thomas, *In re ;* Sutton *v.* Thomas, [1912] 2 Ch. 348; 81 L. J. Ch. 603; 106 L. T. 996; 56 S. J. 571 238

Thomas, *In re ;* Warner, *Ex parte*, 1911, 55 S. J. 482 66

Thomas, In the Estate of, [1912] P. 177; 81 L. J. P. 91; 107 L. T. 201 585

Thomas *v.* Houghton, [1911] 2 K. B. 959; 81 L. J. K. B. 21; 105 L. T. 825; 75 J. P. 523; 9 L. G. R. 1142; 22 Cox C. C. 628 483

Thomas *v.* Thomas; Evans, *In re*, 1908, 77 L. J. Ch. 583; 99 L. T. 271 19

Thomas *v.* United Butter Companies of France, [1909] 2 Ch. 484; 79 L. J. Ch. 14; 101 L. T. 388; 53 S. J. 733; 16 Mans. 345; 25 T. L. R. 824 . . . 143

Thompson, *Ex parte ;* R. *v.* Brixton Prison (Governor), [1911] 2 K. B. 82; 80 L. J. K. B. 986; 75 J. P. 311; 27 T. L. R. 350 . 340

Thompson, *Ex parte ;* R. *v.* Dibdin. *See* Thompson *v.* Dibden.

Thompson *v.* Dibden, [1912] A. C. 533; 81 L. J. K. B. 918; 107 L. T. 66; 56 S. J. 647; 28 T. L. R. 490 123

Thompson *v.* Equity Fire Insurance Co., [1910] A. C. 592; 80 L. J. P. C. 13; 103 L. T. 153; 26 T. L. R. 616 347

Thompson *v.* Goold, [1910] A. C. 409; 79 L. J. K. B. 905; 103 L. T. 81; 54 S. J. 599; 26 T. L. R. 526 288

Thompson *v.* Hammersmith Borough Council, [1906] 1 Ch. 299; 75 L. J. Ch. 129; 94 L. T. 135; 54 W. R. 279; 70 J. P. 100; 4 L. G. R. 331; 22 T. L. R. 179 . 421

Thompson *v.* Hickman, [1907] 1 Ch. 550; 76 L. J. Ch. 254; 96 L. T. 454; 23 T. L. R. 311 . . 5, 488, 573, 577, 593

Thompson *v.* M'Kenzie, [1908] 1 K. B. 905; 77 L. J. K. B. 605; 98 L. T. 896; 72 J. P. 150; 21 Cox C. C. 620; 24 T. L. R. 330 . 457

Thompson *v.* Nelson, Ltd., [1913] 2 K. B. 523; 82 L. J. K. B. 657; 108 L. T. 847; 29 T. L. R. 422 198, 685

Thompson *v.* Sunderland Gas Co., 1877, 2 Ex. D. 429; 46 L. J. Ex. 710; 37 L. T. 30; 25 W. R. 809 687

Thompson's Patent, *In re*, [1909] 2 Ch. 447; 78 L. J. Ch. 600; 101 L. T. 527; 25 T. L. R. 786 527

Thomson *v.* Flemington Coal Co., [1911] S. C. 823 . . . 285

Thomson *v.* Henderson's Transvaal Estates, [1908] 1 Ch. 765; 77 L. J. Ch. 501; 98 L. T. 815; 15 Mans. 220; 24 T. L. R. 539 . 149

Thomson *v.* Mutter, [1913] S. C. 619; [1913] W. C. & I. Rep. 241 287

Thorman *v.* *Dowgate* SS. Co., [1910] 1 K. B. 410; 79 L. J. K. B. 287; 102 L. T. 242; 15 Com. Cas. 67; 11 Asp. M. C. 481 245

Thornber *v.* Wilson, 1855–58; 3 Drew. 245; 4 Drew. 350 . . 692

Thorne *v.* Sandow, 1912, 106 L. T. 926; 29 R. P. C. 440; 28 T. L. R. 416 663

Thornhill *v.* Weeks (No. 1), [1913] 1 Ch. 438; 82 L. J. Ch. 299;

108 L. T. 892; 77 J. P. 231; 11 L. G. R. 362; 57 S. J. 477 . 383

Thornhill *v.* Weeks (No. 2), [1913] 2 Ch. 464; 82 L. J. Ch. 485; 109 L. T. 146; 11 L. G. R. 1183 . 383

Thornton Urban Council *v.* Blackpool and Fleetwood Tramroad Co., [1909] A. C. 264; 78 L. J. K. B. 517; 100 L. T. 657; 73 J. P. 299; 7 L. G. R. 687; 53 S. J. 445; 25 T. L. R. 481 . 596

Thresher *v.* East London Waterworks, 1824, 2 B. & C. 608; 4 D. & R. 62; 2 L. J. K. B. (O. S.) 100 . 349

Thursby's Settlement Trusts, *In re*, [1910] 2 Ch. 181; 79 L. J. Ch. 538; 102 L. T. 838; 54 S. J. 581 . 574

Thynne, *In re;* Thynne *v.* Grey, [1911] 1 Ch. 282; 80 L. J. Ch. 205; 104 L. T. 19; 18 Mans. 34 . 90

Tilley *v.* Bowman, [1910] 1 K. B. 745; 79 L. J. K. B. 547; 102 L. T. 318; 54 S. J. 342 . 70, 76

Tilonko *v.* Att.-Gen. for Natal, [1907] A. C. 93, 461; 76 L. J. P. C. 29, 105; 95 L. T. 853; 97 L. T. 613; 23 T. L. R. 21, 668 . 583

Times Cold Storage Co. *v.* Lowther, [1911] 2 K. B. 100; 80 L. J. K. B. 901; 104 L. T. 637; 55 S. J. 422 . 191

Timothy *v.* Day, [1908] 2 Ir. R. 26 332

Tipping *v.* Jepson, 1906, 22 T. L. R. 743 . 184

Todd *v.* Anderson, [1912] S. C. 105 . 311

Tollemache, *In re;* Revell, *Ex parte*, 1882, 13 Q. B. D. 727 . 74

Tolputt *v.* Mole, [1911] 1 K. B. 836; 80 L. J. K. B. 686; 104 L. T. 148; 55 S. J. 293 . 186

Tomalin *v.* Pearson, [1909] 2 K. B. 61; 78 L. J. K. B. 863; 100 L. T. 685; 25 T. L. R. 477 . 275

Tombs *v.* Bomford, 1912, 106 L. T. 823; [1912] W. C. Rep. 229 . 277

Tomlins *v.* Latimer; Barton, *In re*, [1909] 2 K. B. 841; 76 L. J. K. B. 29; 101 L. T. 407; 16 Mans. 269 . 77

Tongarino, The, [1912] P. 297; 82 L. J. P. 22; 107 L. T. 28; 12 Asp. M. C. 235; 28 T. L. R. 336 . 567

Toovey *v.* Public Trustee; Deveraux, *In re*, [1911] 2 Ch. 545; 80 L. J. Ch. 705; 105 L. T. 407; 55 S. J. 715; 27 T. L. R. 574 . 677

Torrington, *In re*, [1913] 2 Ch. 623; 83 L. J. Ch. 8; 109 L. T. 541; 57 S. J. 730; 29 T. L. R. 742 . 223

Toscani, In the Goods of, [1912] P. 1; 81 L. J. P. 15; 105 L. T. 911; 56 S. J. 93; 28 T. L. R. 84 . 335, 584

Tottenham Urban Council *v.* Metropolitan Electric Tramways [1913] A. C. 702; 82 L. J. K. B. 60; 77 J. P. 413; 11 L. G. R. 1071; 57 S. J. 739; 29 T. L. R. 720 . 597

Tottenham Urban Council *v.* Rowley, [1912] 2 Ch. 633; 82 L. J. Ch. 83; 107 L. T. 419; 57 S. J. 11 . 381, 382

Toulmin *v.* Steer, 1817, 3 Mer. 210 . 482

Towers *v.* African Tug Co., [1904] 1 Ch. 558; 73 L. J. Ch. 395; 90 L. T. 298; 52 W. R. 532; 11 Mans. 198; 20 T. L. R. 292 . 139

Towndrow, *In re;* Gratton *v.* Machen, [1911] 1 Ch. 662; 80 L. J. Ch. 378; 104 L. T. 534 . 31

Townshend *v.* Harrowby, 1858, 27 L. J. Ch. 553; 4 Jur. N. S. 353; 6 W. R. 413 . 371

Tozer *v.* Lake, 1879, 4 C. P. D. 322 9

Travis, *In re*, [1900] 2 Ch. 541 . 4

Traynor *v.* Macpherson, [1911] S. C. 54 . 86

Tremayne *v.* Rashleigh, [1908] 1 Ch. 681; 77 L. J. Ch. 292; 98 L. T. 615 . 371

Trevanion, *In re;* Trevanion *v.* Lennox, [1910] 2 Ch. 538; 80 L. J. Ch. 93; 103 L. T. 212; 54 S. J. 749 . 4

Trever *v.* Whitworth, 1887, 12 App. Cas. 409; 57 L. J. Ch. 28 . 130

Trevor-Battye's Settlement, *In re;* Bull *v.* Trevor-Battye, [1912] 2 Ch. 339; 81 L. J. Ch. 646; 107 L. T. 12; 56 S. J. 615 . 182

Trewby *v.* Balls; Balls's Estate, *In re*, [1909] 1 Ch. 791; 78 L. J. Ch. 341; 100 L. T. 780 . 338, 599

Trowbridge Water Co. *v.* Wilts County Council, [1909] 1 K. B. 824; 78 L. J. K. B. 406; 101 L. T. 35; 73 J. P. 280; 7 L. G. R. 484; 53 S. J. 448; 25 T. L. R. 388 . 269

Truman *v.* Inland Revenue Commissioners, [1912] 3 K. B. 377; 82 L. J. K. B. 474; 107 L. T. 385; 76 J. P. 428; 28 T. L. R. 553; [1913] A. C. 650; 82 L. J. K. B. 1042; 109 L. T. 337; 77 J. P. 397; 57 S. J. 662; 29 T. L. R. 661 . 315, 324

Truman, Hanbury, Buxton & Co., Ltd., *In re*, [1910] 2 Ch. 498; 79 L. J. Ch. 740; 103 L. T. 553 . 131

Tryst, The, [1909] P. 333; 79 L. J. P. 17; 101 L. T. 716; 11 Asp. 333 . 115, 121

Tucker *v.* Oldbury Urban Council,

[1912] 2 K. B. 317; 81 L. J. K. B. 167; 106 L. T. 669; [1912] W. C. Rep. 238 . . 303

Tuff *v.* Drapers' Co., [1913] 1 K. B. 40; 82 L. J. K. B. 174; 107 L. T. 635; 57 S. J. 43; 29 T. L. R. 36 660

Turley *v.* Daw, 1906, 94 L. T. 216 . 57

Turnbull *v.* Laye; Laye, *In re*, [1913] 1 Ch. 298; 82 L. J. Ch. 218; 108 L. T. 324; 20 Mans. 124; 57 S. J. 284 . . . 674

Turnell *v.* Carshalton Park Estate; Carshalton Park Estate, *In re*, [1908] 2 Ch. 62; 77 L. J. Ch. 550; 99 L. T. 12; 15 Mans. 228; 24 T. L. R. 547 . . . 229

Turner *v.* Holder, [1911] 2 K. B. 562; 80 L. J. K. B. 895; 105 L. T. 34; 9 L. G. R. 979; 75 J. P. 445; 22 Cox C. C. 484; 27 T. L. R. 472 94

Turner *v.* Leeming; Leeming, *In re*, [1912] 1 Ch. 828; 81 L. J. Ch. 453; 106 L. T. 793 692

Turner *v.* Midland Railway, [1911] 1 K. B. 832; 80 L. J. K. B. 516; 104 L. T. 347; 75 J. P. 283 . 420, 460, 461

Turner *v.* Port of London Authority [1913] W. C. & I. Rep. 123; 29 T. L. R. 204 294

Turner *v.* Turner, [1911] 1 Ch. 716; 80 L. J. Ch. 473; 104 L. T. 901 447

Tutton *v.* Majestic Steamship, [1909] 2 K. B. 54; 78 L. J. K. B. 530; 100 L. T. 644; 53 S. J. 447; 25 T. L. R. 482 282

Tweedle (John) & Co., *In re*, [1910] 2 K. B. 697; 80 L. J. K. B. 20; 103 L. T. 257; 26 T. L. R. 583 146

Twentyman *v.* Simpson, [1913] 1 Ch. 314; 82 L. J. Ch. 161; 108 L. T. 321; 57 S. J. 245 . 108

Tyler, *In re*; Official Receiver, *Ex parte*, [1907] 1 K. B. 865; 76 L. J. K. B. 541; 97 L. T. 30; 14 Mans. 73; 23 T. L. R. 328 . 69

Tyne Tees Shipping Co. *v.* Whitlock, [1913] 3 K. B. 642; 82 L. J. K. B. 1091; 109 L. T. 84; [1913] W. C. & I. Rep. 579; 57 S. J. 716 295

Tynron (Owners) *v.* Morgan, [1909] 2 K. B. 66; 78 L. J. K. B. 857; 100 L. T. 641 297

Tysoe *v.* Tewkesbury Gas Co.; Tewkesbury Gas Co., *In re*, [1911] 2 Ch. 279; 80 L. J. Ch. 590; 55 S. J. 616; 27 T. L. R. 511; [1912] 1 Ch. 1; 80 L. J. Ch. 723; 105 L. T. 569; 56 S. J. 71; 28 T. L. R. 40 . . 228, 235, 398

U

Umsinga, The, [1911] P. 234; 80 L. J. P. 90; 27 T. L. R. 470 . 566

Umsinga, The, [1912] P. 120; 81 L. J. P. 65; 106 L. T. 722; 12 Asp. M. C. 174; 56 S. J. 270; 28 T. L. R. 212 566

Underhill *v.* Plumptre; Plumptre's Settlement, *In re*, [1910] 1 Ch. 609; 79 L. J. Ch. 340; 102 L. T. 315; 54 S. J. 326; 26 T. L. R. 321 . . . . . . 371, 621

Union Bank of Manchester *v.* Beech, 1865, 3 H. & C. 672; 34 L. J. Ex. 133; 12 L. T. 499; 13 W. R. 922 604

Unite, *In re*; Edwards *v.* Smith, 1906, 75 L. J. Ch. 163; 54 W. R. 358; 22 T. L. R. 242 . . . 107

United Collieries *v.* Simpson, [1909] A. C. 383; 78 L. J. P. C. 129; 101 L. T. 129; 53 S. J. 630; 25 T. L. R. 678 282

United Methodist Church Ministers, *In re*, 1912, 107 L. T. 143; 56 S. J. 687; 28 T. L. R. 539 . 409

United Mining and Finance Corporation *v.* Becher, [1910] 2 K. B. 296; 79 L. J. K. B. 1006; 103 L. T. 65; [1911] 1 K. B. 840; 80 L. J. K. B. 686 . . 641

United Provident Assurance Co., *In re*, [1910] 2 Ch. 477; 79 L. J. Ch. 639; 103 L. T. 531 . . 143

United Shoe Manufacturing Co. *v.* Brunet, [1909] A. C. 330; 78 L. J. P. C. 101; 100 L. T. 579; 53 S. J. 396; 25 T. L. R. 442 5, 367, 606

United States Playing-Card Co.'s Application, *In re*, [1908] 1 Ch. 197; 77 L. J. Ch. 204; 98 L. T. 435; 24 T. L. R. 140. . . 663

United States Shipping Co. *v.* Empress Assurance Corporation, [1908] 1 K. B. 115; 77 L. J. K. B. 120; 97 L. T. 785; 13 Com. Cas. 90; 24 T. L. R. 45 . . 472

United States Steel Products Co. *v.* Great Western Railway, [1913] 3 K. B. 357; 82 L. J. K. B. 968; 18 Com. Cas. 279; 29 T. L. R. 643 104

Universities of London Medical Sciences Institute Fund, *In re*; Fowler *v.* Att.-Gen., [1909] 2 Ch. 1; 78 L. J. Ch. 562; 100 L. T. 423; 53 S. J. 302; 25 T. L. R. 358 107

University College of North Wales, *Ex parte*; R. *v.* Income Tax Commissioners, 1909, 78 L. J. K. B. 576; 100 L. T. 585; 53 S. J. 320; 25 T. L. R. 368 . . 397

Upcerne, The, [1912] P. 160; 81

L. J. P. 110; 107 L. T. 860; 12 Asp. M. C. 281; 28 T. L. R. 370 . . . . . 6, 116
Upfill *v.* Wright, [1911] 1 K. B. 506; 80 L. J. K. B. 254; 103 L. T. 834; 55 S. J. 189; 27 T. L. R. 160 . . . . 95, 156, 418
Upper Forest and Western Steel and Tinplate Co. *v.* Thomas, [1909] 2 K. B. 631; 78 L. J. K. B. 1113 297
Upton *v.* Henderson, 1912, 106 L. T. 839; 56 S. J. 481; 28 T. L. R. 398 590
Utley, *In re;* Russell *v.* Cubitt, 1912, 106 L. T. 858; 56 S. J. 518 678

V

Vachell *v.* Roberts, 1863, 32 Beav. 140 . . . . . . 448, 692
Vacher *v.* London Society of Compositors, [1913] A. C. 107; 82 L. J. K. B. 232; 107 L. T. 722; 57 S. J. 75; 29 T. L. R. 73 . . 671
Vacher *v.* London Society of Compositors, 1912, 57 S. J. 25; 29 T. L. R. 73 671
Vagliano, *In re;* Vagliano *v.* Vagliano, 1905, 75 L. J. Ch. 119 . 107
Vagliano Anthracite Collieries, Ltd., *In re,* 1910, 79 L. J. Ch. 769; 103 L. T. 211; 54 S. J. 720 143
Van der Leeuw's Trade Mark, *In re,* [1912] 1 Ch. 40; 81 L. J. Ch. 100; 105 L. T. 626; 28 R. P. C. 708; 56 S. J. 53; 28 T. L. R. 35. 664
Van Laun, *In re;* Chatterton, *Ex parte,* [1907] 2 K. B. 23; 76 L. J. K. B. 614; 97 L. T. 69; 14 Mans. 91; 23 T. L. R. 384 . 75
Van Laun, *In re;* International Assets Co., *Ex parte,* 1907, 14 Mans. 281; 23 T. L. R. 371 . 78
Venture, The, [1908] P. 218; 77 L. J. P. 105; 99 L. T. 385; 11 Asp. 93 622
Vere, *In re;* Carter *v.* Brown, 1906, 22 T. L. R. 273 . . . . 106, 691
Verney *v.* Fletcher, [1909] 1 K. B. 444; 78 L. J. K. B. 292; 100 L. T. 348; 21 Cox C. C. 783; 73 J. P. 131; 25 T. L. R. 248 . . 344
Vickers *v.* Evans, [1910] A. C. 444; 79 L. J. K. B. 954; 103 L. T. 292; 54 S. J. 651; 26 T. L. R. 548 300
Vic Mill Co. *In re,* [1913] 1 Ch. 465; 82 L. J. Ch. 251; 108 L. T. 444; 57 S. J. 404 . . 219
Victor *v.* Victor, [1912] 1 K. B. 247; 81 L. J. K. B. 354; 105 L. T. 887; 19 Mans. 53; 56 S. J. 204; 28 T. L. R. 131 . . 75
Victor Mill, Ltd. *v.* Shackleton, [1912] 1 K. B. 22; 81 L. J. K. B. 34; 105 L. T. 613; [1912] W. C. Rep. 33 299
Victoria Pier Syndicate *v.* Reeve, 1912, 76 J. P. 374; 10 L. G. R. 967; 28 T. L. R. 443 . . 589
Victoria Society, Knottingley, *In re,* [1913] 1 Ch. 167; 82 L. J. Ch. 176; 107 L. T. 755; 20 Mans. 76; 57 S. J. 129; 29 T. L. R. 94 . . . . . . 145, 369
Victorian Railway Commissioners *v.* Brown, [1906] A. C. 381; 75 L. J. P. C. 65; 95 L. T. 73; 22 T. L. R. 644 57
Vilander Concessions Syndicate *v.* Cape of Good Hope Government, [1907] A. C. 186; 76 L. J. P. C. 47; 96 L. T. 275; 23 T. L. R. 298 84
Vines, *In re;* Vines *v.* Vines, [1910] P. 147; 79 L. J. P. 25; 102 L. T. 141; 54 S. J. 272; 26 T. L. R. 257 154
Viola *v.* Anglo-American Cold Storage Co., [1912] 2 Ch. 305; 81 L. J. Ch. 581; 107 L. T. 118; 19 Mans. 287 . . 235, 600
Virginia Carolina Chemical Co. *v.* Norfolk and North American Steam Shipping Co. (No. 1), [1912] 1 K. B. 229; 81 L. J. K. B. 129; 105 L. T. 810; 12 Asp. 82; 17 Com. Cas. 6; 28 T. L. R. 85; [1913] A. C. 52; 82 L. J. K. B. 389 473
Vizianagaram Mining Co., *Ex parte;* Macfadyen, *In re* (No. 1), [1908] 1 K. B. 675; 77 L. J. K. B. 319; 98 L. T. 220; 15 Mans. 28; 24 T. L. R. 254 . . 67
Vizianagaram Mining Co., *Ex parte;* Macfadyen, *In re* (No. 2), [1908] 2 K. B. 817; 77 L. J. K. B. 1027; 99 L. T. 759; 15 Mans. 313 . . . . . 67, 74
Vogel, *In re;* Anglo-Eastern Contract Co., *Ex parte,* 1913, 109 L. T. 325 62
Von Bretano, In the Estate of, [1911] P. 172; 80 L. J. P. 80; 105 L. T. 78; 27 T. L. R. 395 . 584
Von Hatzfeldt *v.* Alexander, [1912] 1 Ch. 284; 81 L. J. Ch. 184; 105 L. T. 434 . . 183, 644
Voss and Saunders' Contract, *In re,* [1911] 1 Ch. 42; 80 L. J. Ch. 33; 103 L. T. 493; 55 S. J. 12. . 604

W

W. *v.* W., [1912] P. 78; 81 L. J. P. 29 510
Waddle *v.* Sunderland Union, [1908] 1 K. B. 642; 77 L. J.

K. B. 509 ; 98 L. T. 260 ; 72 J. P. 99 ; 6 L. G. R. 415 ; 24 T. L. R. 259 598

Wagstaff's Settled Estates, *In re*, [1909], 2 Ch. 201 ; 78 L. J. Ch. 513 ; 100 L. T. 955 618

Wakefield Corporation *v.* Wakefield and District Light Rly. Co., [1908] A. C. 293 ; 77 L. J. K. B. 692 ; 72 J. P. 315 ; 6 L. G. R. 647 ; 24 T. L. R. 603 . 596

Wakefield Rural Council *v.* Hall, [1912] 3 K. B. 328 ; 81 L. J. K. B. 1201 ; 107 L. T. 138 ; 6 Tax. Cas. 181 ; 76 J. P. 437 ; 10 L. G. R. 1002 ; 28 T. L. R. 589 . 393, 394

Walford *v.* Walford, [1912] A. C. 658 ; 81 L. J. Ch. 828 ; 107 L. T. 657 ; 56 S. J. 631 447

Walker, *In re ;* Childe, *Ex parte*, 1909, 100 L. T. 860 ; 53 S. J. 486 ; 25 T. L. R. 528 . . . 71

Walker, *In re ;* MacColl *v.* Bruce, [1908] 1 Ch. 560 ; 77 L. J. Ch. 370 ; 98 L. T. 524 575

Walker, *In re ;* Mackintosh-Walker *v.* Walker, [1908] 2 Ch. 705 ; 77 L. J. Ch. 755 ; 99 L. T. 469 158

Walker, In the Goods of, [1909] P. 115 ; 78 L. J. P. 50 ; 25 T. L. R. 278 584

Walker *v.* Crystal Palace Football Club, [1910] 1 K. B. 87 ; 79 L. J. K. B. 229 ; 101 L. T. 645 ; 54 S. J. 65 ; 26 T. L. R. 71 . . 276

Walker *v.* Cummings, 1912, 107 L. T. 304 ; 76 J. P. 375 ; 10 L. G. R. 728 ; 23 Cox C. C. 157 ; 28 T. L. R. 442 268

Walker *v.* Hodgson, [1909] 1 K. B. 239 ; 78 L. J. K. B. 193 ; 99 L. T. 902 . . . . . 345, 412

Walker *v.* Manchester and Liverpool District Banking Co., 1913, 108 L. T. 728 ; 57 S. J. 478 ; 29 T. L. R. 492 58

Walker *v.* Murray, [1911] S. C. 825 284

Walker *v.* Reid, [1911] S. C. 41 . 85

Walker *v.* Reith, 1906, 8 F. 381 . 396

Walker *v.* Retter, [1911] 1 K. B. 1103 ; 80 L. J. K. B. 623 ; 104 L. T. 821 ; 75 J. P. 331 . . 258

Walker *v.* Walker, 1913, 107 L. T. 655 ; 57 S. J. 175 . . 260

Walker *v.* York Corporation, [1906] 1 K. B. 724 ; 75 L. J. K. B. 413 ; 94 L. T. 744 ; 54 W. R. 493 ; 4 L. G. R. 524 ; 70 J. P. 270 ; 22 T. L. R. 456 . 382

Wallace *v.* Greenwood, 1880, 16 Ch. D. 362 . . . . 158, 524

Wallas, In the Goods of, [1905] P. 326 ; 75 L. J. P. 8 ; 94 L. T. 102 ; 54 W. R. 172 335

Wallis *v.* Pratt, [1911] A. C. 394 ; 80 L. J. K. B. 1058 ; 105 L. T. 146 ; 55 S. J. 496 ; 27 T. L. R. 431 . . . . . . 610, 686

Walmsley, *In re*, [1907] 98 L. T. 55 ; 15 Mans. 342 78

Walrond *v.* Newton ; Hawkins, *In re*, 1906, 22 T. L. R. 521 . 106

Walsall Union, *Ex parte ;* R. *v.* Middlesex JJ., [1907] 2 K. B. 581 ; 76 L. J. K. B. 839 ; 96 L. T. 798 ; 71 J. P. 393 ; 5 L. G. R. 1232 ; 23 T. L. R. 524 . . 572

Walters *v.* Harrison ; Whitmore, *In re*, [1902] 2 Ch. 66 ; 71 L. J. Ch. 673 692

Walton *v.* South Kirkby, Featherstone, & Hemsworth Colliery, 1912, 107 L. T. 377 ; [1912] W. C. Rep. 383 296

Walton-le-Dale Urban Council *v.* Greenwood, 1911, 105 L. T. 547 596

Wandsworth Borough Council *v.* Golds, [1911] 1 K. B. 60 ; 80 L. J. K. B. 126 ; 103 L. T. 568 ; 74 J. P. 464 ; 8 L. G. R. 1102 . 650

Ward, *Ex parte ;* Attree, *In re*, [1907] 2 K. B. 868 ; 77 L. J. K. B. 130 ; 97 L. T. 641 ; 23 T. L. R. 734 75

Ward, *Ex parte ;* Eastgate, *In re*, [9105] 1 K. B. 465 ; 74 L. J. K. B. 324 ; 92 L. T. 207 ; 53 W. R. 432 ; 12 Mans. 11 ; 21 T. L. R. 192 70

Ward *v.* Benett ; Benett, *In re*, [1906] 1 Ch. 216 ; 75 L. J. Ch. 122 ; 94 L. T. 72 ; 54 W. R. 237 336

Ward *v.* Pitt, [1913] 1 K. B. 130 ; 82 L. J. K. B. 533 ; 82 L. J. K. B. 533 ; 108 L. T. 201 ; [1913] W. C. & I. Rep. 355 ; 57 S. J. 301 ; 29 T. L. R. 291 . 242, 281

Ward *v.* Smith, [1913] 3 K. B. 154 ; 82 L. J. K. B. 941 ; 109 L. T. 439 ; 77 J. P. 370 ; 11 L. G. R. 741 ; 29 T. L. R. 536 . . 623

Wareham, *In re ;* Wareham *v.* Brewin, [1912] 2 Ch. 312 ; 81 L. J. Ch. 578 ; 107 L. T. 80 ; 56 S. J. 613 . . . . 448, 691

Waring, *In re ;* Hayward *v.* Att.-Gen., [1907] 1 Ch. 166 ; 76 L. J. Ch. 49 ; 95 L. T. 859 . . 107

Waring *v.* Painter Stainers' Company ; Barnett, *In re*, 1908, 24 T. L. R. 788 106

Warncken *v.* Moreland, [1909] 1 K. B. 184 ; 78 L. J. K. B. 332 ; 100 L. T. 12 ; 25 T. L. R. 129 . 282

Warner, *Ex parte ;* Thomas, *In re*, 1911, 55 S. J. 482 66

Warner *v.* Couchman, [1912] A. C. 35 ; 81 L. J. K. B. 45 ; 105 L. T. 676 ; 56 S. J. 70 ; 28 T. L. R. 58 284

Warwick Tyre Co. *v.* New Motor

and General Rubber Co., [1910] 1 Ch. 248; 79 L. J. Ch. 177; 101 L. T. 889; 27 R. P. C. 161 665

Waters *v.* Phillips, [1910] 2 K. B. 465; 79 L. J. K. B. 1062; 103 L. T. 288; 74 J. P. 343; 26 T. L. R. 564 372

Watkins, *In re;* Maybery *v.* Lightfoot, [1912] 2 Ch. 430; 81 L. J. Ch. 822; 107 L. T. 450 . 691

Watkins *v.* Guest, 1912; 106 L. T. 818; [1912] W. C. Rep. 151 . 288

Watkins *v.* Naval Colliery Co., [1911] 2 K. B. 162; 80 L. J. K. B. 746; 104 L. T. 439; 55 S. J. 347; [1912] A. C. 693; 81 L. J. K. B. 1056; 107 L. T. 321; 56 S. J. 719; 28 T. L. R. 569 . 273

Watkins' Settlement, *In re;* Wills *v.* Spence, [1911] 1 Ch. 1; 80 L. J. Ch. 102; 103 L. T. 749; 55 S. J. 63 19

Watling *v.* Lewis, [1911] 1 Ch. 414; 80 L. J. Ch. 242; 104 L. T. 132. 398

Watney, Coombe, Reid & Co. *v.* Berners, [1913] 3 K. B. 427; 82 L. J. K. B. 1246; 109 L. T. 159; 77 J. P. 461; 57 S. J. 687; 29 T. L. R. 648 . . 326

Watson *v.* Hall; Hall, *In re,* 1912, 107 L. T. 196; 56 S. J. 615; 28 T. L. R. 480 498

Watson *v.* Holme, 1827, 7 B. & C. 285; 1 M. & Ry. 191; 6 L. J. K. B. (O. S.) 73 29

Watts *v.* Stevens, [1906] 2 K. B. 323; 75 L. J. K. B. 828; 95 L. T. 200; 70 J. P. 418; 4 L. G. R. 821; 22 T. L. R. 622 . . 483

Watts *v.* Watts, [1908] A. C. 573; 77 L. J. P. C. 121; 99 L. T. 744; 24 T. L. R. 911. . . . 102

Wearing *v.* Wearing, 1856, 25 Beav. 99 . . . . . 449, 692

Weatherby *v.* International Horse Agency, [1910] 2 Ch. 297; 79 L. J. Ch. 609; 102 L. T. 856; 26 T. L. R. 527 180

Webb *v.* Crosse, [1912] 1 Ch. 323; 81 L. J. Ch. 259; 105 L. T. 867; 56 S. J. 177 602

Webb *v.* Outrim, [1907] A. C. 81; 76 L. J. P. C. 28; 95 L. T. 850; 23 T. L. R. 147 57

Webber *v.* Wansborough Paper Co., [1913] 3 K. B. 615; 82 L. J. K. B. 1058; 109 L. T. 129; [1913] W. C. & I. Rep. 627; 29 T. L. R. 704 284

Webster, *In re;* Pearson *v.* Webster [1912], 1 Ch. 106; 81 L. J. Ch. 79; 105 L. T. 815; 56 S. J. 90 . 106

Webster *v.* Bosanquet, [1912] A. C. 394; 81 L. J. P. C. 205; 106 L. T. 357; 28 T. L. R. 271 . . 463

Webster *v.* Cohen, 108 L. T. 197; [1913] W. C. & I. Rep. 268; 57 S. J. 244; 29 T. L. R. 217 . 289

Wedgerfield *v.* De Bernardy, 1908, 25 T. L. R. 21 . . . 105

Wednesbury Corporation *v.* Lodge Holes Colliery Co. *See* Lodge Holes Colliery Co. *v.* Wednesbury Corporation.

Weeks *v.* Daniels; Daniels, *In re,* [1912] 2 Ch. 90; 81 L. J. Ch. 509; 106 L. T. 792; 56 S. J. 519 620

Weeks *v.* Ross, [1913] 2 K. B. 229; 82 L. J. K. B. 925; 108 L. T. 423; 77 J. P. 182; 12 Asp. M. C. 307; 23 Cox C. C. 337; 29 T. L. R. 369 526

Weighill, *In re;* Official Receiver, *Ex parte,* [1909] 1 K. B. 92; 78 L. J. K. B. 86; 100 L. T. 58; 15 Mans. 335; 25 T. L. R. 62 . 78

Weighill *v.* South Hetton Coal Co., [1911] 2 K. B. 757; 80 L. J. K. B. 1052 285

Weinberg, *In re;* Official Receiver, *Ex parte,* 1907, 96 L. T. 790; 14 Mans. 277 71

Weiner *v.* Gill, [1906] 2 K. B. 574; 75 L. J. K. B. 916; 95 L. T. 438; 11 Com. Cas. 240; 22 T. L. R. 699 . . . 611

Weiner *v.* Harris, [1910] 1 K. B. 285; 79 L. J. K. B. 342; 101 L. T. 647; 15 Com. Cas. 39; 54 S. J. 81; 26 T. L. R. 96 . 530, 579, 611

Weir, *Ex parte,* 1913, 108 L. T. 350; 77 J. P. 56; 23 Cox C. C. 326 203

Weir *v.* Crum Brown, [1908] A. C. 162; 77 L. J. P. C. 41; 98 L. T. 325; 24 T. L. R. 308 . . 106

Weir *v.* North British Railway, [1912] S. C. 1073; [1912] W. C. Rep. 332 295

Weir Hospital, *In re,* [1910] 2 Ch. 124; 79 L. J. Ch. 723; 102 L. T. 882; 54 S. J. 600; 26 T. L. R. 519 . . . . . 108, 109

Weldon *v.* Banks; Banks, *In re,* 1912, 56 S. J. 362 . . . 367

Wells, *Ex parte;* R. *v.* Brixton Prison (Governor), [1912] 2 K. B. 578; 81 L. J. K. B. 912; 107 L. T. 408; 76 J. P. 310; 23 Cox C. C. 161; 28 T. L. R. 405 340

Wells *v.* Hughes, [1907] 2 K. B. 845; 76 L. J. K. B. 1125; 97 L. T. 469; 23 T. L. R. 733 . . 412

Wenham *v.* Wenham, 1906, 95 L. T. 548 . . . 10, 21, 246, 654

Weniger's Policy, *In re,* [1910] 2 Ch. 291; 79 L. J. Ch. 546; 102 L. T. 728 459

Wentworth *v.* Wentworth, [1900]

A. C. 171; 69 L. J. P. C. 13; 81 L. T. 682 182

Wertheim *v.* Chicoutimi Pulp Co., [1911] A. C. 301; 80 L. J. P. C. 91; 104 L. T. 226 . . 219, 612

Wertheimer, *In re;* Groves *v.* Read, 1912, 106 L. T. 590; 28 T. L. R. 337 338

Wesleyan Methodist Chapel, *In re,* [1909] 1 Ch. 454; 78 L. J. Ch. 414 604

West, *In re;* West *v.* Roberts, [1909] 2 Ch. 180; 78 L. J. Ch. 559; 101 L. T. 375 . . . 584

West, *In re;* Westhead *v.* Aspland, [1913] 2 Ch. 345; 82 L. J. Ch. 488; 109 L. T. 39 . 447

West *v.* Gwynne, [1911] 2 Ch. 1; 80 L. J. Ch. 578; 104 L. T. 759; 55 S. J. 519; 27 T. L. R. 444 . 193

West Cock, The, [1911] P. 208; 80 L. J. P. 97; 104 L. T. 736; 12 Asp. M. C. 75; 55 S. J. 329; 27 T. L. R. 301 661

Western Electric Co. *v.* Great Eastern Railway, [1913] 3 K. B. 15; 82 L. J. K. B. 746; 109 L. T. 46; 18 Com. Cas. 250; 29 T. L. R. 560 595

Western Steamship Co. *v.* Amaral Sutherland & Co., [1913] 3 K. B. 366; 82 L. J. K. B. 1180; 109 L. T. 217; 58 S. J. 14; 29 T. L. R. 660 244

Westhead *v.* Aspland, [1913] 2 Ch. 345; 82 L. J. Ch. 488; 109 L. T. 39 447

West Ham Corporation *v.* Great Eastern Rly., 1895, 9 Rly. & Can. Traff. Cas. 7; 64 L. J. Q. B. 340; 72 L. T. 395 . . . 594

West Hyde Estate Co., *Ex parte;* Schenk, *In re.* See *In re* Debtor (No. 837 of 1912).

West Kent Main Sewerage Board *v.* Dartford Assessment Committee, [1911] A. C. 171; 80 L. J. K. B. 805; 104 L. T. 357; 9 L. G. R. 511; 75 J. P. 305; 55 S. J. 363 . . . . . 84, 597

West Lancashire Rural Council *v.* Lancashire and Yorkshire Rly., [1903] 2 K. B. 394; 72 L. J. K. B. 675; 89 L. T. 139; 51 W. R. 694; 67 J. P. 410; 1 L. G. R. 788 593

Weston *v.* Hodgson; Hodgson, *In re,* [1913] 1 Ch. 34; 82 L. J. Ch. 31; 107 L. T. 607; 57 S. J. 112 576

West Yorkshire Darracq Agency, Ltd. *v.* Coleridge, [1911] 2 K. B. 326; 80 L. J. K. B. 1122; 105 L. T. 215; 18 Mans. 307 . . 155

West Yorkshire Tramways Bill, 1906, [1913] 1 Ch. 170; 82 L. J. Ch. 98; 108 L. T. 18; 11 L. G. R. 78; 57 S. J. 111; 29 T. L. R. 115 522

Westcott *v.* Westcott, [1908] P. 250; 77 L. J. P. 102; 99 L. T. 310; 24 T. L. R. 425 . . . 186

Westerman *v.* Schwab, 1905, 8 F. 132 690

Western *v.* Kensington Assessment Committee, [1908] 1 K. B. 811; 77 L. J. K. B. 328; 98 L. T. 638; 72 J. P. 42; 6 L. G. R. 119 . 466, 599

Westgate *v.* Crowe, [1908] 1 K. B. 24; 77 L. J. K. B. 10; 97 L. T. 769; 24 T. L. R. 14 . . . 186

Westhorpe *v.* Powley, [1905] 1 K. B. 286; 74 L. J. K. B. 150; 92 L. T. 57; 53 W. R. 366; 69 J. P. 77; 20 Cox C. C. 747; 21 T. L. R. 152 501

Westlake *v.* Westlake, [1910] P. 167; 79 L. J. P. 36; 102 L. T. 396; 54 S. J. 215; 26 T. L. R. 223 263

Westminster Fire Office *v.* Glasgow Provident Society, 1888, 13 App. Cas. 699 . . . 416

Weymouth *v.* Davis, [1908] 2 Ch. 169; 77 L. J. Ch. 585; 99 L. T. 333 604

Weymouth Waterworks Co. *v.* Coode, [1911] 2 Ch. 520; 81 L. J. Ch. 11; 104 L. T. 581; 18 Mans. 385 687

Whaley, *In re;* Whaley *v.* Roehrich, [1908] 1 Ch. 615; 77 L. J. Ch. 367; 98 L. T. 556 . 349, 458

Whalley *v.* Lancashire and Yorkshire Railway, 1884, 13 Q. B. D. 131; 53 L. J. Q. B. 285 . . 349

Wheatley *v.* Smithers, [1907] 2 K. B. 684; 76 L. J. K. B. 900; 97 L. T. 418; 23 T. L. R. 585 . 88

Whelan *v.* Great Northern Steam Shipping Co., 1909, 78 L. J. K. B. 860; 100 L. T. 913; 25 T. L. R. 619 277

Whitaker, *In re;* Pender *v.* Evans, [1911] 1 Ch. 214; 80 L. J. Ch. 63; 103 L. T. 657 . . . 692

White, *Ex parte;* Bumpus, *In re,* [1908] 2 K. B. 330; 77 L. J. K. B. 563; 98 L. T. 680; 15 Mans. 103 . . . . . . 71, 258

White, *Ex parte;* Johnson, *In re,* 1908, 99 L. T. 305 74

White, *In re;* Theobald *v.* White, [1913] 1 Ch. 231; 82 L. J. Ch. 149; 108 L. T. 319; 57 S. J. 212 . . . . . . 23, 445

White *v.* Bowron, 1873, L. R. 4 A. & E. 207; 43 L. J. Ecc. 7 . 609

White *v.* Brown, [1913] 1 K. B. 78; 82 L. J. K. B. 89; 108 L. T. 159; 77 J. P. 78; 11

L. G. R. 23; 2 Smith 386; 29 T. L. R. 63 . . . . 366, 608

White *v.* Butt, [1909] 1 K. B. 50; 78 L. J. K. B. 65; 99 L. T. 823; 25 T. L. R. 25 615

White *v.* Grand Hotel, Eastbourne, 1913, 58 S. J. 117 . . 688

White *v.* Islington Borough Council, [1909] 1 K. B. 133; 78 L. J. K. B. 168; 100 L. T. 22; 73 J. P. 44; 7 L. G. R. 133; 25 T. L. R. 121 597

White *v.* Sewell; Sewell, *In re*, [1909] 1 Ch. 806; 78 L. J. Ch. 432; 100 L. T. 883; 16 Mans. 113 676

White *v.* Steadman, [1913] 3 K. B. 340; 82 L. J. K. B. 846; 109 L. T. 249; 29 T. L. R. 563 . 18, 503

White *v.* Stennings, [1911] 2 K. B. 418; 80 L. J. K. B. 1124; 55 S. J. 441; 27 T. L. R. 395 . . 334

White *v.* Summers, [1908] 2 Ch. 256; 77 L. J. Ch. 506; 98 L. T. 845; 24 T. L. R. 552 . . 339, 693

White *v.* Victoria Lumber and Manufacturing Co., [1910] A. C. 606; 80 L. J. P. C. 38; 103 L. T. 323 583

White *v.* Wiseman, [1912] 3 K. B. 352; 81 L. J. K. B. 1195; 107 L. T. 277; 56 S. J. 703; 28 T. L. R. 542; [1912] W. C. Rep. 403 294

Whiteford, *In re;* Inglis *v.* Whiteford, [1903] 1 Ch. 889; 72 L. J. Ch. 540; 51 W. R. 491 . 385, 677

Whitehead, *In re;* Whitehead *v.* Street, [1913] 2 Ch. 56; 82 L. J. Ch. 302; 108 L. T. 368; 57 S. J. 323 1

Whitehead *v.* Palmer, [1908] 1 K. B. 151; 77 L. J. K. B. 60; 97 L. T. 909; 24 T. L. R. 41 . . 335

Whitehorn *v.* Davison, [1911] 1 K. B. 463; 80 L. J. K. B. 425; 104 L. T. 234 . . 345, 444, 530, 611

Whitehouse *v.* Hugh, [1906] 2 Ch. 283; 75 L. J. Ch. 677; 95 L. T. 175; 22 T. L. R. 679 . . 98

Whitehouse *v.* Pickett, [1908] A. C. 357; 77 L. J. P. C. 89; 99 L. T. 367; 24 T. L. R. 766 . . 409

Whiteley, *In re;* London (Bishop) *v.* Whiteley, [1910] 1 Ch. 600; 79 L. J. Ch. 405; 102 L. T. 313; 54 S. J. 406; 26 T. L. R. 309 . 108, 674

Whiteley *v.* Burns, [1908] 1 K. B. 705; 77 L. J. K. B. 467; 98 L. T. 836; 72 J. P. 127; 24 T. L. R. 319 314

Whiteman, *Ex parte;* Newry, *In re*, 1913, 107 L. T. 832; 57 S. J. 174 76

Whiteman *v.* Director of Public Prosecutions, [1911] 1 K. B. 824; 80 L. J. K. B. 681; 104 L. T. 102; 75 J. P. 136; 27 T. L. R. 180 489

Whiteman *v.* Newey, 1912, 28 T. L. R. 240 373

Whiteman *v.* Sadler, [1910] A. C. 514; 79 L. J. K. B. 1050; 103 L. T. 296; 54 S. J. 718; 26 T. L. R. 655 489

Whitethorne, *In re;* Whitethorne *v.* Best, [1906] 2 Ch. 121; 75 L. J. Ch. 537; 94 L. T. 698; 54 W. R. 580 690

Whitfield, *In re;* Hill *v.* Mathie, [1911] 1 Ch. 310; 80 L. J. Ch. 263; 103 L. T. 878; 55 S. J. 237; 27 T. L. R. 203 . . . 475

Whitfield's Bedsteads, Ltd., *In re*, [1909] 2 Ch. 373; 78 L. J. Ch. 677; 101 L. T. 29; 53 S. J. 598 664

Whiting, *In re;* Ormond *v.* de Launay, [1913] 2 Ch. 1; 82 L. J. Ch. 309; 108 L. T. 629 . 445

Whitmore, *In re;* Walters *v.* Harrison, [1902] 2 Ch. 66; 71 L. J. Ch. 673 692

Whitmores (Edenbridge), Ltd. *v.* Stanford, [1909] 1 Ch. 427; 78 L. J. Ch. 144; 99 L. T. 924; 25 T. L. R. 169 687

Whitney *v.* Joyce, 1906, 75 L. J. P. C. 89; 95 L. T. 74 . . . 153

Wickham *v.* Holmes; Haygarth, *In re*, [1912] 1 Ch. 570; 81 L. J. Ch. 255; 106 L. T. 93; 56 S. J. 239 548

Widdicombe *v.* Michelmore, 1910, 102 L. T. 134; 8 L. G. R. 356; 74 J. P. 241; 2 Smith, 216 . 367

Wiebalck *v.* Told, 1913, 29 T. L. R. 741 334

Wigan *v.* English and Scottish Law Life Assurance Association, [1909] 1 Ch. 291; 78 L. J. Ch. 120; 100 L. T. 34; 25 T. L. R. 81 458

Wigand, *In re;* R. *v.* Wigand, [1913] 2 K. B. 419; 82 L. J. K. B. 735; 109 L. T. 111; 29 T. L. R. 509 522

Wild *v.* Woolwich Borough Council, [1910] 1 Ch. 35; 79 L. J. Ch. 126; 101 L. T. 580; 74 J. P. 33; 8 L. G. R. 203; 54 S. J. 64; 26 T. L. R. 67 649

Wilde, *In re*, [1910] 1 Ch. 100; 79 L. J. Ch. 119; 101 L. T. 734; 54 S. J. 67 642

Wilder *v.* Turner; Harrington, *In re*, [1908] 2 Ch. 687; 78 L. J. Ch. 27; 99 L. T. 723; 72 J. P. 501; 25 T. L. R. 3 9

Wilfley Ore Concentrator Syndicate *v.* Guthridge, [1906] A. C. 548; 75 L. J. P. C. 87; 95 L. T. 73 . 57

Wilford *v.* Yorkshire (West Riding) County Council, [1908] 1 K. B. 685; 77 L. J. K. B. 436; 98 L. T. 670; 72 J. P. 107; 6 L. G. R. 244; 24 T. L. R. 286 . . 270
Wilkes *v.* Spooner, [1911] 2 K. B. 473; 80 L. J. K. B. 1107; 104 L. T. 911; 55 S. J. 479; 27 T. L. R. 426 194
Wilkinson *v.* Car and General Insurance Corporation, 1913, 108 L. T. 512 3
Wilkinson *v.* Lancashire and Yorkshire Rly. Co., [1907] 2 K. B. 222; 76 L. J. K. B. 801; 97 L. T. 35; 23 T. L. R. 509 . . 104
Wilkinson *v.* Malin, 1832, 2 Tyrw. 544 . . . . . . 108, 674
Will *v.* United Lankat Plantations Co., 58 S. J. 29; 30 T. L. R. 37 131
Willé *v.* St. John (No. 1), [1910] 1 Ch. 325; 79 L. J. Ch. 239; 102 L. T. 383; 54 S. J. 269; 26 T. L. R. 405 97
Willé *v.* St. John (No. 2), [1910] 1 Ch. 701; 79 L. J. Ch. 409; 102 L. T. 617; 54 S. J. 457; 26 T. L. R. 405 . . 408, 615
Willey *v.* Hucks, [1909] 1 K. B. 760; 78 L. J. K. B. 513; 100 L. T. 333; 16 Mans. 106; 53 S. J. 288 331
Williams, *In re*, [1910] 2 Ch. 481; 80 L. J. Ch. 8; 103 L. T. 390; 54 S. J. 736; 26 T. L. R. 688 . 531
Williams, *In re;* Official Receiver, *Ex parte*, [1913] 2 K. B. 88; 82 L. J. K. B. 459; 108 L. T. 585; 20 Mans. 285; 57 S. J. 285; 29 T. L. R. 243 . 66
Williams, *In re;* Williams *v.* Williams, [1912] 1 Ch. 399; 56 S. J. 325 338
Williams *v.* Baker, [1911] 1 K. B. 566; 80 L. J. K. B. 545; 104 L. T. 178; 75 J. P. 89; 9 L. G. R. 178 471
Williams *v.* Evans, [1911] P. 175; 80 L. J. P. 115; 105 L. T. 79; 27 T. L. R. 506 5
Williams *v.* Friend, [1912] 2 K. B. 471; 81 L. J. K. B. 756; 107 L. T. 93; 10 L. G. R. 494; 76 J. P. 301; 28 T. L. R. 407 . . 7
Williams *v.* Gosden, 1913, 83 L. J. K. B. 77; 77 J. P. 464; 11 L. G. R. 1174; 58 S. J. 49; 30 T. L. R. 4 627
Williams *v.* Hathaway, 1877, 6 Ch. D. 544 398
Williams *v.* Jones, 1911, 55 S. J. 500 603
Williams *v.* Midland Rly., [1908] 1 K. B. 252; 77 L. J. K. B. 157; 98 L. T. 81; 13 Com. Cas. 119; 24 T. L. R. 170 . . 19, 104, 594
Williams *v.* Ocean Coal Co., [1907] 2 K. B. 422; 76 L. J. K. B. 1073; 97 L. T. 150; 23 T. L. R. 584 281
Williams *v.* Richards, [1907] 2 K. B. 88; 76 L. J. K. B. 589; 96 L. T. 644; 71 J. P. 222; 23 T. L. R. 423 264
Williams *v.* Thomas, [1909] 1 Ch. 713; 78 L. J. Ch. 473; 100 L. T. 631 388
Williams *v.* Vauxhall Colliery Co., [1907] 2 K. B. 433; 76 L. J. K. B. 854; 97 L. T. 559; 23 T. L. R. 591 281
Williams' Settlement, *In re;* Williams *v.* Williams, [1911] 1 Ch. 441; 80 L. J. Ch. 249; 104 L. T. 310; 55 S. J. 236 . 371, 621
Williamson *v.* Durham Rural Council, [1906] 2 K. B. 65; 75 L. J. K. B. 498; 95 L. T. 471; 54 W. R. 491; 70 J. P. 352; 4 L. G. R. 1163 265
Williamson *v.* French; Mair, *In re*, [1909] 2 Ch. 280; 78 L. J. Ch. 711; 101 L. T. 70 . . . 674
Willingale *v.* Norris, [1909] 1 K. B. 57; 78 L. J. K. B. 69; 99 L. T. 830; 21 Cox C. C. 737; 72 J. P. 495; 7 L. G. R. 76; 25 T. L. R. 19 101
Willis, *In re;* Spencer *v.* Willis, [1911] 2 Ch. 563; 81 L. J. Ch. 8; 105 L. T. 295; 55 S. J. 598 . . . . . 675, 692
Willis *v.* Baddeley, [1892] 2 Q. B. 324; 61 L. J. Q. B. 769; 67 L. T. 206; 40 W. R. 577 . . 580
Willis *v.* Joyce, 1911, 104 L. T. 576; 16 Com. Cas. 190; 11 Asp. M. C. 601; 55 S. J. 443; 27 T. L. R. 388 578
Willis *v.* Rotherham Corporation, 1911, 105 L. T. 436; 9 L. G. R. 948; 75 J. P. 421 . . . 582
Willmott *v.* London Road Car Co., Ltd., [1910] 2 Ch. 525; 80 L. J. Ch. 1; 103 L. T. 447; 54 S. J. 837; 27 T. L. R. 4 . . 193
Willoughby, *In re;* Willoughby *v.* Decies, [1911] 2 Ch. 581; 80 L. J. Ch. 562; 104 L. T. 907 . . 385
Willoughby *v.* Drummond; Gresley's Settlement, *In re*, [1911] 1 Ch. 358; 80 L. J. Ch. 255; 104 L. T. 244 446
Wills *v.* M'Sherry, [1913] 1 K. B. 20; 82 L. J. K. B. 71; 107 L. T. 848; 77 J. P. 65; 29 T. L. R. 48 653
Wills *v.* Spence; Watkins' Settlement, *In re*, [1911] 1 Ch. 1; 80 L. J. Ch. 102; 103 L. T. 749; 55 S. J. 63 19
Wilmerson *v.* Lynn and Hamburg

Steamship Co., [1913] 3 K. B. 931; 82 L. J. K. B. 1064; 109 L. T. 53; [1913] W. C. & I. Rep. 633; 57 S. J. 700; 29 T. L. R. 652 . . . . 275, 306

Wilson, *Ex parte;* Smith, *In re*, [1910] 2 K. B. 346; 80 L. J. Ch. 16; 102 L. T. 861; 26 T. L. R. 492 77

Wilson, *In re;* Twentyman *v.* Simpson, [1913] 1 Ch. 314; 82 L. J. Ch. 161; 108 L. T. 321; 57 S. J. 245 108

Wilson *v.* Amalgamated Society of Engineers, [1911] 2 Ch. 324; 80 L. J. Ch. 469; 104 L. T. 715; 55 S. J. 498; 27 T. L. R. 418 184, 671

Wilson *v.* Ann; Ann, *In re*, [1894] 1 Ch. 459; 63 L. J. Ch. 334; 70 L. T. 273 574

Wilson *v.* Carnley, [1908] 1 K. B. 729; 77 L. J. K. B. 594; 98 L. T. 265; 24 T. L. R. 277 . 94

Wilson *v.* Finlay; Finlay, *In re*, [1913] 1 Ch. 565; 82 L. J. Ch. 295; 108 L. T. 699; 57 S. J. 444; 29 T. L. R. 436 . . 580

Wilson *v.* Harper, [1908] 2 Ch. 370; 77 L. J. Ch. 607; 99 L. T. 391 580

Wilson *v.* Kelland, [1910] 2 Ch. 306; 79 L. J. Ch. 580; 103 L. T. 17; 54 S. J. 542; 26 T. L. R. 485; 17 Mans. 233 . . 229, 249

Wilson *v.* Nunburnholme; Nunburnholme, *In re*, [1912] 1 Ch. 489; 81 L. J. Ch. 347; 106 L. T. 361; 56 S. J. 343 . . 446

Wilson *v.* Oliver; Oliver, *In re*, [1908] 2 Ch. 76; 77 L. J. Ch. 547; 9 L. T. 241 . . . 182

Wilson *v.* Otto Thoresen's Linie, [1910] 2 K. B. 405; 79 L. J. K. B. 1048; 103 L. T. 112; 15 Com. Cas. 262; 11 Asp. M. C. 491; 54 S. J. 655; 26 T. L. R. 546 244

Wilson *v.* Rosenthal, 1906, 22 T. L. R. 233 420

Wilson *v.* Scottish Typographical Association, [1912] S. C. 534 . 671

Wilson *v.* Wilson, [1911] 1 K. B. 327; 80 L. J. K. B. 296; 104 L. T. 96 337

Wilsons and Clyde Coal Co. *v.* Cairnduff, [1911] S. C. 647 . . 305

Wilson's Brewery, Ltd., *Ex parte;* R. *v.* Shann, [1910] 2 K. B. 418; 79 L. J. K. B. 736; 102 L. T. 700; 74 J. P. 273; 54 S. J. 474; 26 T. L. R. 435 . . . 454

Wi Matua's Will, *In re*, [1908] A. C. 448; 78 L. J. P. C. 17; 99 L. T. 752; 24 T. L. R. 834 . 505

Wimble *v.* Rosenberg, [1913] 3 K. B. 743; 82 L. J. K. B. 1251; 109 L. T. 294; 18 Com. Cas. 202; 57 S. J. 784; 29 T. L. R. 752 612

Wimbledon Olympia, Ltd., *In re*, [1910] 1 Ch. 630; 79 L. J. Ch. 481; 102 L. T. 425; 17 Mans. 220 134

Winans *v.* Att.-Gen., [1910] A. C. 27; 79 L. J. K. B. 156; 101 L. T. 754; 54 S. J. 132; 26 T. L. R. 133 221

Windham's Settled Estate, *In re*, [1912] 2 Ch. 75; 81 L. J. Ch. 574; 106 L. T. 832 . . 458, 470

Wing *v.* London General Omnibus Co., [1909] 2 K. B. 652; 78 L. J. K. B. 1063; 101 L. T. 411; 73 J. P. 429; 7 L. G. R. 1093; 53 S. J. 713; 25 T. L. R. 729 . 503

Winn, *In re;* Brook *v.* Whitton, [1910] 1 Ch. 278; 79 L. J. Ch. 165; 101 L. T. 737 . . . 505

Winstanley *v.* North Manchester Overseers, [1910] A. C. 7; 79 L. J. K. B. 95; 101 L. T. 616; 8 L. G. R. 75; 74 J. P. 49; 54 S. J. 80; 26 T. L. R. 90 . 522, 596

Wise, *In re;* Smith *v.* Walker, [1913] 1 Ch. 41; 82 L. J. Ch. 25; 107 L. T. 613; 57 S. J. 28 . 573

Wiseman, *Ex parte;* R. *v.* Manchester Corporation, [1911] 1 K. B. 560; 80 L. J. K. B. 263; 104 L. T. 54; 75 J. P. 73; 9 L. G. R. 129 470

Witham *v.* Notley, [1913] 2 I. R. 281 601

Witty, *In re;* Wright *v.* Robinson, [1913] 2 Ch. 666; 109 L. T. 590; 58 S. J. 30 . . . 575

Wixon *v.* Thomas, [1911] 1 K. B. 43; 80 L. J. K. B. 104; 103 L. T. 730; 75 J. P. 58; 8 L. G. R. 1042; 27 T. L. R. 35; [1912] 1 K. B. 690; 81 L. J. K. B. 686; 106 L. T. 312; 76 J. P. 153; 10 L. G. R. 267; 28 T. L. R. 232 596, 598

Wodehouse *v.* Wood; Wood, *In re*, [1913] 2 Ch. 574; 109 L. T. 347; 57 S. J. 835 . . . 576

Wolfe *v.* De Braam, 1899, 81 L. T. 533 673

Wolfenden *v.* M'Culloch, 1905, 92 L. T. 857; 3 L. G. R. 561; 69 J. P. 228; 20 Cox C. C. 864; 21 T. L. R. 411 483

Woltereck *v.* Woltereck, [1912] P. 201; 81 L. J. P. 145; 107 L. T. 27; 56 S. J. 706; 28 T. L. R. 532 262

Womersley *v.* Horsnail; Horsnail, *In re*, [1909] 1 Ch. 631; 78 L. J. Ch. 331; 100 L. 603 . . . 682

Wood, *In re;* Wodehouse *v.* Wood, [1913] 2 Ch. 574; 109 L. T. 347; 57 S. J. 835 576

Wood *v.* Boulcott; Boulcott's Settlements, *In re*, 1911, 104 L. T. 205 19

Wood *v.* Connolly Brothers, Ltd.; Connolly Brothers, Ltd., *In re*, [1911] 1 Ch. 731; 80 L. J. Ch. 409 . . . . . . 599, 648

Wood *v.* Connolly Brothers, Ltd.; Connolly Brothers, Ltd., *In re*, [1912] 2 Ch. 25; 81 L. J. Ch. 517; 106 L. T. 738; 19 Mans. 259 229

Wood *v.* Ealing Tenants, Ltd., [1907] 2 K. B. 390; 76 L. J. K. B. 764; 97 L. T. 520; 71 J. P. 456; 5 L. G. R. 1055 . . 266

Wood *v.* Prestwick, 1911, 104 L. T. 388; 75 J. P. 285; 55 S. J. 292; 27 T. L. R. 268 307

Wood Green Urban Council *v.* Joseph, [1908] A. C. 419; 77 L. J. K. B. 924; 99 L. T. 733; 72 J. P. 393; 6 L. G. R. 980; 24 T. L. R. 850 266

Woodbridge *v.* Bellamy, [1911] 1 Ch. 326; 80 L. J. Ch. 265; 103 L. T. 852; 55 S. J. 204 . . 607

Woodcock *v.* London and North-Western Railway, [1913] 3 K. B. 139; 82 L. J. K. B. 921; 109 L. T. 253; [1913] W. C. & I. Rep. 563; 29 T. L. R. 566 . 292

Woodham Smith *v.* Edwards, [1908] 2 K. B. 899; 77 L. J. K. B. 1056; 99 L. T. 710; 15 Mans. 322; 24 T. L. R. 864 . . 237

Woodruffe *v.* Moody; Moody, *In re*, [1895] 1 Ch. 101; 64 L. J. Ch. 174; 72 L. T. 190; 43 W. R. 462 447

Woods *v.* Wilson, [1913] W. C. & I. Rep. 569; 29 T. L. R. 726 . 285

Woods *v.* Winshill, [1913] 2 Ch. 303; 82 L. J. Ch. 447; 109 L. T. 399; 57 S. J. 740 . . 235

Woodward, *In re;* Kenway *v.* Kidd, [1913] 1 Ch. 392; 82 L. J. Ch. 230; 108 L. T. 635; 57 S. J. 426 . . . 92, 227

Woodward *v.* Battersea Borough Council, 1911, 104 L. T. 51; 9 L. G. R. 248; 75 J. P. 193; 27 T. L. R. 196 409

Wooler *v.* North - Eastern Breweries, Ltd., [1910] 1 K. B. 247; 79 L. J. K. B. 138; 101 L. T. 909; 74 J. P. 113; 26 T. L. R. 129 453

Woolwich Union *v.* Fulham Union. *See* Fulham Union *v.* Woolwich Union.

Wooton *v.* Sievier, [1913] 3 K. B. 499; 82 L. J. K. B. 1242; 109 L. T. 28; 57 S. J. 609; 29 T. L. R. 896 523

Worcester College, Oxford *v.* Oxford Canal Co., 1911, 81 L. J. Ch. 1; 105 L. T. 501; 55 S. J. 704; compromised, 81 L. J. Ch. 405 . 156

Worsley *v.* Marshall; Salvin, *In re*, [1912] 1 Ch. 332; 81 L. J. Ch. 248; 106 L. T. 35; 56 S. J. 241; 28 T. L. R. 190 . 20, 410

Worthington *v.* Abbott, [1910] 1 Ch. 588; 79 L. J. Ch. 252; 101 L. T. 895; 54 S. J. 83 . . 351, 602

Wray *v.* Taylor, 1913, 109 L. T. 120; [1913] W. C. & I. Rep. 446 284

Wright *v.* Anderton, [1909] 1 K. B. 209; 78 L. J. K. B. 165; 100 L. T. 123; 25 T. L. R. 156 . 409

Wright *v.* Dee Estates, Ltd.; Dee Estates, Ltd., *In re*, [1911] 2 Ch. 85; 80 L. J. Ch. 461; 104 L. T. 903; 55 S. J. 424 . . . 643

Wright *v.* Kerrigan, [1911] 2 Ir. R. 301 303

Wright *v.* Lindsay, [1912] S. C. 189 291

Wright *v.* Robinson, [1913] 2 Ch. 166; 109 L. T. 590; 58 S. J. 30 575

Wright *v.* Zetland, [1908] 1 K. B. 63; 77 L. J. K. B. 152; 97 L. T. 867; 24 T. L. R. 48 . . 307

Wrightson, *In re*, [1904] 2 Ch. 95; 73 L. J. Ch. 742; 90 L. T. 748 . 339

Wrigley *v.* Gill, [1906] 1 Ch. 165; 75 L. J. Ch. 210; 94 L. T. 179; 54 W. R. 274 492

Wyatt *v.* Att.-Gen. of Quebec, [1911] A. C. 489; 81 L. J. P. C. 63; 105 L. T. 259 . . . 448

Wynter *v.* Orlebar; Orlebar, *In re*, [1908] 1 Ch. 136; 77 L. J. Ch. 54; 98 L. T. 19; 24 T. L. R. 42 . 225

Wythe's Settled Estates, *In re*, [1908] 1 Ch. 593; 77 L. J. Ch. 319; 98 L. T. 277; 24 T. L. R. 251 470

Y

Yangtsze Insurance Association *v.* Indemnity Mutual Marine Insurance Co., [1908] 2 K. B. 504; 77 L. J. K. B. 995; 99 L. T. 498; 13 Com. Cas. 283; 11 Asp. 138; 24 T. L. R. 687 . 155

Yarmouth, The, [1909] P. 293; 79 L. J. P. 1; 101 L. T. 714; 11 Asp. 331; 25 T. L. R. 746 116, 463

Yates *v.* South Kirkby, Featherstone, and Hemsworth Collieries, [1910] 2 K. B. 538; 79 L. J. K. B. 1035; 103 L. T. 170; 26 T. L. R. 596 287

Yolland, Husson & Birkett, Ltd., *In re;* Leicester *v.* Yolland, Husson & Birkett, Ltd., [1908] 1 Ch. 152; 77 L. J. Ch. 43; 97 L. T. 824; 14 Mans. 346 . . 232

Yonge *v.* Toynbee, [1910] 1 K. B. 215; 79 L. J. K. B. 208; 102 L. T. 57 . . . 21, 580, 640

Yorke, *In re;* Barlow *v.* Yorke, [1911] 1 Ch. 370; 80 L. J. Ch. 253; 104 L. T. 134 . . . 619

Yorkshire (West Riding) C. C. *v.* Middleton Parish Council, [1906] 2 K. B. 157; 75 L. J. K. B. 485; 94 L. T. 785; 70 J. P. 326; 4 L. G. R. 624; 22 T. L. R. 493 . 192

Young, *In re;* Brown *v.* Hodgson, [1912] 2 Ch. 479; 81 L. J. Ch. 817; 107 L. T. 380 . . . 19

Young, *In re;* Fraser *v.* Young, [1913] 1 Ch. 272; 82 L. J. Ch. 171; 108 L. T. 292; 57 S. J. 265; 29 T. L. R. 224 . . 2

Young *v.* Kingston Joint Burials Committee, [1907] 1 K. B. 416; 76 L. J. K. B. 382; 96 L. T. 134; 71 J. P. 121; 5 L. G. R. 481; 23 T. L. R. 218 99

Young *v.* Liverpool Assessment Committee, [1911] 2 K. B. 195; 80 L. J. K. B. 778; 104 L. T. 676; 75 J. P. 233; 9 L. G. R. 366 598

Young *v.* Niddrie and Benhar Coal Co., [1912] S. C. 644; [1912] S. C. 177; [1913] A. C. 531; 82 L. J. P. C. 147; [1913] W. C. & I. Rep. 547; 57 S. J. 685; 29 T. L. R. 626 281

Ystradowen Colliery Co. *v.* Griffiths, [1909] 2 K. B. 533; 78 L. J. K. B. 1044; 100 L. T. 869; 25 T. L. R. 622 292

Yuill *v.* Scott-Robson, [1908] 1 K. B. 270; 77 L. J. K. B. 259; 98 L. T. 364; 13 Com. Cas. 166; 11 Asp. 40; 24 T. L. R. 180 346, 474

Z

Ziegler *v.* Nicol; Segelcke, *In re,* [1906] 2 Ch. 301; 75 L. J. Ch. 494; 95 L. T. 708; 54 W. R. 624. 448

ENCYCLOPÆDIA

OF THE

LAWS OF ENGLAND

SECOND EDITION

SUPPLEMENT TO END OF 1913

VOLUME I.

x. Table of Abbreviations.—Column 2, l. 22, *for* "Common Pleas," *read* "Chancery."

21. Abatement of Legacies.—In *In re Whitehead; Whitehead* v. *Street*, [1913] 2 Ch. 56; 82 L. J. Ch. 302, the testator executed a voluntary settlement by which he settled the income of a sum of money on himself and then on another person. Subsequently by his will he gave a legacy of £1000 to such other person on condition that she should release the trustees of the settlement from all claims under the settlement. The estate was insufficient to pay the pecuniary legacies. It was held that the legacy was able to abate with the other legacies.

27. Abettor.—*Benford* v. *Simms,* [1898] 2 Q. B. 641, has been followed in *Du Cros* v. *Lambourne,* [1907] 1 K. B. 40; 76 L. J. K. B. 50.

31. Abominable Crime.—An indictment for an indecent assault on a girl under thirteen years of age need not contain an averment as to her age, but if it does not do so the prosecution cannot rely on the presumption as to age contained in sec. 123 of the Children Act, 1908 (*R.* v. *Stephenson,* [1912] 3 K. B. 341; 82 L. J. K. B. 287).

31. ——. In a prosecution for an indecent assault, if the facts proved in evidence are such that the jury can reasonably find consent, there ought to be a direction by the judge on that question, both as to the onus of negativing consent being on the prosecution and as to the evidence in the particular case bearing on the question. But if the facts proved in evidence are not such that the jury might reasonably infer consent, and particularly if the defence has been so conducted that the question of consent has not been raised or has become an entirely secondary issue, then it is not necessary for the judge to give a direction to the jury on the point (*R.* v. *May,* [1912] 3 K. B. 572; 82 L. J. K. B. 1).

33. Abortion.—After *R.* v. *Dale,* add a reference to *R.* v. *Bond,* [1906] 2 K. B. 389; 75 L. J. K. B. 693.

54. Abstract of Title.—In *In re Lloyds' Bank and Lillington's Contract*, [1912] 1 Ch. 601; 81 L. J. Ch. 386, a purchaser entered into an open contract to purchase certain leasehold property. By the abstract it appeared that the property was the subject of an underlease and formed part of larger pieces of land comprised in certain head-leases. The purchaser was held to be entitled to object to the title on the ground that he would be liable to be evicted for breaches of covenant committed in respect of property not comprised in the underlease.

79. Abuse of Process.—Order XXV. r. 4, does not apply to a pleading which raises a question of general importance or a serious question of law (*Dyson* v. *Att.-Gen.*, [1911] 1 K. B. 410; 80 L. J. K. B. 531).

79. ——. An order striking out a statement of claim under Order XXV. r. 4, is interlocutory and not final (*In re Page; Hill* v. *Fladgate*, [1910] 1 Ch. 489; 79 L. J. Ch. 482).

81. Acceleration.—In *In re Scott*; *Scott* v. *Scott*, [1911] 2 Ch. 374; 80 L. J. Ch. 750. A testator devised land to the use of his eldest son, J. S., for life, with remainder to his first and other sons in tail male, with remainder to the use of his grandson, W. S., the son of his second son, for life with remainders over. J. S., who was married but had no issue, disclaimed his life estate. It was held that W. S.'s life estate was not accelerated by the disclaimer, but that the rents and profits formed part of the testator's residuary estate.

81. ——. Although the effect of the refusal of a person entitled during his life to the income of a trust fund is to accelerate the interest of a second tenant for life, such refusal must be absolute in order to have such an effect. In *In re Young; Fraser* v. *Young*, [1913] 1 Ch. 272; 82 L. J. Ch. 171, a tenant for life voluntarily relinquished the income from the trust funds in favour of her son who had a second life interest. She received no consideration, and, in the circumstances of the case, the position of the parties was not changed, and nobody was injured by her refusal. It was held that on the death of her son she was entitled to claim that the income be paid to her during her life.

84. Accession of Sovereign.—The declaration to be made by the Sovereign under sec. 1 of the Bill of Rights and sec. 2 of the Act of Settlement is that set out below instead of that referred to in the above sections (Accession Declaration Act, 1910, 10 Edw. VII. and 1 Geo. V. c. 29).

> I [*here insert the name of the Sovereign*] do solemnly and sincerely in the presence of God profess, testify, and declare that I am a faithful Protestant, and that I will, according to the true intent of the enactments which secure the Protestant succession to the Throne of my Realm, uphold and maintain the said enactments to the best of my powers according to law.

85. Accessory.—A person is rightly convicted of being an accessory after the fact who removes from premises occupied by him articles constituting evidence against the principal after his arrest. In such a case an indictment that the prisoner "did feloniously receive, harbour and maintain" the principal is sufficient (*R.* v. *Levy*, [1912] 1 K. B. 158; 81 L. J. K. B. 264).

88. Accident Insurance.—See ASSURANCE COMPANIES herein for the provisions of the Assurance Companies Act, 1909, 9 Edw. VII. c. 49.

91. ——. After *Smith* v. *Accident Insurance Co.*, L. R. 5 Ex. 302, add a reference to *In re Etherington and Lancashire and Yorkshire Accident Insurance Co.*, [1909] 1 K. B. 591; 78 L. J. K. B. 684. An ambiguous policy will be construed against the insurer (*ibid.*).

92. ——. The purchaser of a diary containing an accident insurance policy coupon sent an application for registration on December 25, 1905, one of the conditions being that the holder had to cause his name to be registered at the head office of the insurance company before the date of the accident, that notice be given within fourteen days of the accident, and that the claim be made within twelve months of the registration. The holder was injured in a railway accident on December 28, 1906, and died on the following day. The claim was made on January 2, 1907. There being no proof of the date on which the registration was in fact made, it was held that the onus was upon the company, and that they were liable on the policy (*General Accident, Fire and Life Assurance Corporation* v. *Robertson*, [1909] A. C. 404; 79 L. J. P. C. 1).

93. ——. By a policy of insurance against claims arising under the Workmen's Compensation Act, it was provided that the insured should forward to the insurance company "every written notice or information as to any verbal notice of claim arising through any accident" covered by the policy. The failure to forward a request for arbitration was held not to disentitle the insured from recovering under the policy (*Wilkinson* v. *Car and General Insurance Corporation*, [1913] W. N. 65; 108 L. T. 512).

93. ——. In an accident policy the assured is not bound as regards accidents occurring between the signing of the proposal and the receipt of the policy, during which time he is protected by a covering note, by conditions contained in the policy, *e.g.* as to giving immediate notice of the accident, which have not been brought to his notice (*In re Coleman's Depositories and Life and Health Assurance Corporation*, [1907] 2 K. B. 798; 76 L. J. K. B. 865).

93. ——. Where an employer who only employed one workman was insured under a policy which contained a condition that the assured should keep a proper wages book, it was held that he could recover, although he had not kept such a book, on the ground that the sole object of the condition was to enable the parties to adjust the premiums, in the event of the assured employing a greater or less number of workmen than were covered by the premium paid (*Bradley and Essex and Suffolk Accident Indemnity Society, In re*, [1912] 1 K. B. 415; 81 L. J. K. B. 523).

93. ——. *Delete* reference to WORKMEN'S COMPENSATION.

93. Accidents, Notice of.—The Railway Employment (Prevention of Accidents) Act, 1900, 63 & 64 Vict. c. 27, sec. 13 (2), extends the duty of railway companies to give notice of accidents, to accidents happening to persons in their employment on any line or siding having a junction with the railway, but not belonging to or being in the occupation of any railway company.

The period of three days mentioned in the Act of 1894 has been altered to one day by the Notice of Accidents Act, 1906, 6 Edw. VII. c. 53, sec. 6. This Act also amends the Coal Mines Regulation Acts, 1887 to 1903, and the Metalliferous Mines Regulation Acts, 1872 and 1875, in regard to the giving of notice of accidents in mines and quarries and on lines and sidings used in connection therewith. See now The Coal Mines Act, 1911. As to its application to accidents in factories and workshops, see Vol. V. p. 680.

For the reference to the Workmen's Compensation Act, 1897, substitute a reference to the Workmen's Compensation Act, 1906, and see Vol. V. p. 239.

97. Accommodation Works.—*Great Western Rly.* v. *Talbot*, [1902] 2 Ch. 759, was followed in *Taff Vale Rly.* v. *Gordon Canning*, [1909] 2 Ch. 48; 78 L. J. Ch. 492.

101. Accord and Satisfaction.—As to acceptance of cheque in satisfaction of all claims, see *Nathan* v. *Ogdens*, 1905, 94 L. T. 126; 22 T. L. R. 57; referred to, Vol. X. p. 653.

101. ——. On the rule in *Cumber* v. *Wane*, see *Hookham* v. *Mayle*, 1906, 22 T. L. R. 241.

102. ——. In *Hiramchand Punamchand* v. *Temple*, [1911] 2 K. B. 330; 80 L. J. K. B. 1155. The defendant's father sent the plaintiff a draft for a smaller amount than the debt, stating it was to be in full settlement. The plaintiff having cashed the draft was held not entitled to sue the defendant for the balance.

112. Accounts, Falsification of.—See Company herein.

112. ——. The Falsification of Accounts Act, 1875, extends to the falsification of mechanical devices to record accounts, *e.g.* a taximeter. The driver of a taxicab is a servant of the owner thereof (*R.* v. *Solomons*, [1909] 2 K. B. 980; 79 L. J. K. B. 8), but not for the purposes of the Workmen's Compensation Act, 1906 (see *Doggett* v. *Waterloo Taxicab Co.*, [1910] 2 K. B. 336; 79 L. J. K. B. 1085; *Smith* v. *General Motor Cab Co.*, [1911] A. C. 188; 80 L. J. K. B. 839, *sub tit.* Employers' Liability herein).

115. Accountant.—As to the right of persons who are not members of the Society of Accountants and Auditors to use the description "incorporated accountant," see *Accountants' and Auditors' Society* v. *Goodway*, [1907] 1 Ch. 489; 76 L. J. Ch. 384.

118. Accumulations.—As to what are portions within sec. 2 of the Thellusson Act, 39 & 40 Geo. iii. c. 98, see *Colquhoun's Trs.* v. *Colquhoun*, [1907] S. C. 346; *Mackay's Trs.* v. *Mackay*, [1909] S. C. 139. See, further, Will, Vol. XIV. pp. 680, 711, and herein.

118. ——. A testator devised real estate in strict settlement, with an estate tail to the first and other sons of A., and directed the rents and profits and the income of his residuary personal estate to be accumulated upon trust for the persons who at the end of the term of accumulation should, under the trusts and limitations of the will, be entitled to the possession and enjoyment of the real estate. The first estate tail vested in the plaintiff, who barred the entail before the period of accumulation had expired. The Court refused to enforce the trust for accumulation, and held that the plaintiff was entitled to be let into possession of the rents and profits (*In re Trevanion, Trevanion* v. *Lennox*, [1910] 2 Ch. 538; 80 L. J. Ch. 93).

119. ——. After *In re Travis*, [1900] 2 Ch. 541, add a reference to *In re Perkins; Brown* v. *Perkins*, 1909, 101 L. T. 345.

121. Acknowledgment.—See LIMITATION herein.

127. Acknowledgment of Deeds.—Married woman trustee, see TRUSTS, Vol. XIV. p. 296.

133. Acquiescence.—For an example of an election to treat a contract as subsisting after knowledge of fraud, see *United Shoe Manufacturing Co.* v. *Brunet*, [1909] A. C. 330 ; 78 L. J. P. C. 101.

135. ——. An executor who is also the next of kin may contest the will although he has taken probate of it (*Williams* v. *Evans*, [1911] P. 175 ; 80 L. J. P. 115).

139. Act of Parliament.—In *Hammersmith and City Rly. Co.* v. *Brand*, 1869, L. R. 4 H. L. 171, it was laid down that the headings of groups of sections of a statute might be referred to in construing a doubtful expression in one of those sections. The headings cannot, however, restrict the plain language of a section (*Fletcher* v. *Birkenhead Corporation*, [1907] 1 K. B. 205 ; 76 L. J. K. B. 218).

139. ——. Where two statutes passed in the same year are repugnant to each other, the one which is later in date prevails (*British Columbia Electric Railway* v. *Stewart*, [1913] A. C. 816 ; 83 L. J. P. C. 53).

139. ——. Where a private Act of Parliament incorporates part of a public Act, and the public Act is subsequently repealed, the repeal does not extend to that part of the private Act (*Jenkins* v. *Great Central Railway*, [1912] 1 K. B. 1 ; 81 L. J. K. B. 24).

149. Actio Personalis Moritur Cum Persona.—Line 9, *for* "general," *read* "funeral."

158. Ademption.—Where the donee of a power of appointment exercised it by will equally between seven objects of the power, and subsequently by deed, appointed two equal seventh parts of the property to two of the seven objects, the rule against double portions was held to apply, and the objects to whom appointments were made by deed, were held not to be entitled to any further share under the will (*In re Peel's Settlement*, [1911] 2 Ch. 165 ; 80 L. J. Ch. 574).

159. ——. After *Meinertzagen* v. *Walters*, L. R. 7 Ch. 670, add *In re Heather ; Pumfrey* v. *Fryer*, [1906] 2 Ch. 230 ; 75 L. J. Ch. 568.

159. ——. As to what will amount to the ademption of a legacy, and as to the admissibility of parol evidence as to the intention of the testator, see *In re Shields ; Corbould-Ellis* v. *Dales*, [1912] 1 Ch. 591 ; 81 L. J. Ch. 370.

165. Adjoining Owners.—The presumption of ownership *ad medium filium viæ* does not apply as regards a railway where land is granted by conveyance (*Thompson* v. *Hickman*, [1907] 1 Ch. 550 ; 76 L. J. Ch. 254).

165. ——. An owner of land is entitled to ward off damage from his land, and is not responsible to other owners to whose land damage is done (*Greyvenstein* v. *Hattingh*, [1911] A. C. 355 ; 80 L. J. P. C. 158), in which case the defendant drove a swarm of locusts off his own land in the direction of the plaintiff's land.

175. Ad medium filium viæ.—See ADJOINING OWNERS herein.

176. Administration Action.—In the case of a person who has died since the date of the Land Transfer Act, 1897, it is no longer necessary that a creditor seeking administration of the real estate, should sue on behalf of all the creditors (*In re James ; James* v. *Jones,* [1911] 2 Ch. 348 ; 80 L. J. Ch. 681).

184. ——. Under sec. 125 of the Bankruptcy Act, 1883, the court has power to transfer proceedings from the Chancery Division to the Bankruptcy Court at any stage of the proceedings, even after judgment (*In re Tarr ; Darley* v. *Tarr,* 1912, 57 S. J. 60).

186. Admiralty Action.—In an Admiralty action *In rem* in which the defendant appears and contests the action, the liability of the defendant extends to the full amount of the damage done and the costs, and is not limited to the value of the vessel (*The Dupleix,* [1912] P. 8 ; 81 L. J. P. 9).

188. ——. Under the County Courts Admiralty Jurisdiction Acts, 1868 and 1869, a County Court judge has no jurisdiction to entertain a case of collision between a vessel and a floating gas buoy (*The Upcerne,* [1912] P. 160 ; 81 L. J. P. 110).

191. Admiralty Division.—Under sec. 6 of the Admiralty Court Act, 1861, the High Court of Admiralty has jurisdiction if the goods, the owner of which is claiming damages against the ship, are carried into an English port in the course of a voyage by the ship although the goods are not delivered at that port. And it is not necessary that the breach of contract or duty on which the action is founded should have arisen before the time at which the goods are carried into the English port. The court thus has jurisdiction in a case in which goods were shipped at Antwerp to be carried to South America in a vessel which called at Southampton, it not being certain at what part of the voyage the breach of duty on which the owner of the goods relied occurred (*The Cap Blanco,* [1913] P. 130).

194. Admission in Criminal Cases.—A statement made in the presence of a prisoner cannot be given in evidence until the judge is satisfied that there is sufficient evidence to go to the jury, either in the depositions or given at the trial, that the prisoner by word or conduct admitted the truth thereof (*R.* v. *Norton,* [1910] 2 K. B. 496 ; 79 L. J. K. B. 756). A written confession signed by one of two prisoners charged jointly was held admissible against the other in *R.* v. *Thompson,* [1910] 1 K. B. 640 ; 79 L. J. K. B. 321. In this case *R.* v. *Smith,* 1897, 18 Cox C. C. 470, was not followed.

198. Admissions.—*In re Devala Provident Gold Mining Co.,* 1883, 22 Ch. D. 593 ; 52 L. J. Ch. 434, was followed in *In re Djambi* (*Sumatra*) *Rubber Estates,* 1912, 107 L. T. 631, in which case it was held that in an action for the rescission of a contract to take shares in a company a confidential report made by an agent of the company was not evidence against the company.

200. Adulteration.—See MILK herein.

201. ——. Line 20, *for* "42 & 43 Vict. c. 29," *read* "42 & 43 Vict. c. 30."

201. ——. As to whether it is necessary in a prosecution under sec. 6 of the Food and Drugs Act, 1875, for the inspector to prove his appointment as an inspector, see *Ross* v. *Helm*, [1913] 3 K. B. 462; 82 L. J. K. B. 1322.

201. ——. In *Williams* v. *Friend*, [1912] 2 K. B. 471; 81 L. J. K. B. 756, a dairyman exhibited in his shop a notice that all cream sold by him contained a small proportion of boron preservative, not exceeding a certain amount. A purchaser who asked for "cream" was supplied with cream containing rather less than the specified quantity of preservative. Proceedings were taken under sec. 6 of the Food and Drugs Act, 1875. It was held that as the customer had seen the notice, the sale was not to his prejudice within the section. In proceedings under this section it is immaterial if the substance sold is injurious to health (*ibid.*).

202. ——. Line 3 from foot, *for* "[1896] 1 Q. B.," *read* "[1896] 2 Q. B."; l. 5 from foot, *for* "20 Q. B. D. 77," *read* "20 Q. B. D. 771."

202. ——. There is no appeal to quarter sessions from a conviction by justices on a question of fact under sec. 1 of the Sale of Food and Drugs Act, 1899 (*R.* v. *Otto Monsted*, [1906] 2 K. B. 456; 75 L. J. K. B. 629).

203. ——. A written warranty as to purity is a defence only to a charge of selling and not to the offence of importing under sec. 1 (1) (*b*) of the Sale of Food and Drugs Act, 1899 (*Kelly* v. *Lonsdale*, [1906] 2 K. B. 486; 75 L. J. K. B. 822).

203. ——. It is sufficient if the written notice and the copy of the warranty referred to in sec. 20 (1) of the Food and Drugs Act, 1899, are posted within seven days of the service of the summons, even if they are not delivered until after the expiration of that period (*Retail Dairy Co.* v. *Clarke*, [1912] 2 K. B. 388; 81 L. J. K. B. 845).

205. ——. Under sec. 14 of the Food and Drugs Act, 1875, the notice of the intention to have an article analysed need not be given to the agent who actually sells the article (*Davies* v. *Burrell*, [1912] 2 K. B. 243; 81 L. J. K. B. 736).

206. ——. For the provisions of the Butter and Margarine Act, 1907, 7 Edw. vii. c. 21, see article MARGARINE, Vol. VIII. p. 572.

207. ——. After *Moore* v. *Pearce*, [1895] 2 Q. B. 657, add *M'Nair* v. *Horan*, 1904, 91 L. T. 555.

216. Advertisements.—The Advertisements Regulation Act, 1907, 7 Edw. vii. c. 27, enables local authorities to make by-laws (1) for the regulation and control of hoardings and similar structures used for the purpose of advertising when they exceed twelve feet in height; and (2) for regulating, restricting or preventing the exhibition of advertisements so as to injuriously affect the amenities of a public park or pleasure promenade, or to disfigure the natural beauty of a landscape. Hoardings in use for the purpose of advertising at the time of the making the by-laws cannot be interfered with for at least five years (s. 2).

The by-laws must be confirmed by the Secretary of State, who must consider any objection to them and may order a public inquiry. The by-laws may apply either to the whole or a part of the area of a local authority (s. 3 (1) to (4)).

The expression "local authority" is defined by sec. 7 as—In the City of London, the mayor, aldermen, and commons in council assembled; in any municipal borough in England, the borough council;

in any royal, parliamentary, or police burgh in Scotland, the town council; in any urban district in England with a population of over 10,000, according to the last census for the time being, and within any urban district in Ireland with a population of over 5000, the urban district council; elsewhere in England, Scotland, or Ireland, the county council. By-laws made by a county council have no force in a borough or urban district the council of which is a local authority as above defined (s. 3 (5)). The powers given by the Act are in addition to powers given by any local Act (s. 5). In London the metropolitan borough councils are to enforce the by-laws made by the London County Council under heading (1) *supra.* The Act contains no definition of an advertisement. Section 4 deals with expenses incurred by local authorities.

241. Aerial Navigation.—The Aerial Navigation Act, 1911, 1 & 2 Geo. v. c. 4, empowers a Secretary of State to prohibit the navigation of aircraft over any specified area, for the purpose of protecting the public from danger. The order may apply to all aircraft, or may be limited to special classes or descriptions, and may prohibit such navigation either at all times, or on specified occasions. The prohibition may be absolute, or may be subject to specified exceptions or conditions.

Any person who navigates an aircraft in contravention of an order, is liable on conviction, on indictment, or on summary conviction, to imprisonment not exceeding six months, or to a fine not exceeding £200, or to both, unless he proves that he was compelled to do so by stress of weather, or other circumstances over which he had no control. An appeal lies to quarter sessions from a summary conviction under the Act.

By the Aerial Navigation Act, 1913, 2 & 3 Geo. v. c. 22, the purposes for which a Secretary of State may make orders prohibiting the navigation of aircraft over prescribed areas under the Act of 1911, include the purposes of the defence or safety of the realm, and, where an order is made for those purposes, the area may include the whole or any part of the coastline of the United Kingdom and the territorial waters adjacent thereto (s. 1 (1)). The Secretary of State has power under the Act of 1911 to prescribe by order the areas within which aircraft coming from any place outside the United Kingdom are to land, and the other conditions with which they must comply. Any person contravening such an order is guilty of an offence under the Act of 1911, unless he proves that he was compelled to do so by stress of weather or other circumstances over which he had no control (s. 1 (2)).

If an aircraft flies or attempts to fly over an area which has been prohibited for the purposes of the defence or safety of the realm, or if an aircraft coming from a place outside the United Kingdom, fails to comply with the prescribed conditions as to landing, an officer designated for the purpose by the Secretary of State may cause a prescribed signal to be given, and if the aircraft does not comply with the signal prescribed to be complied with after the giving of such signal, the officer may fire at or into such aircraft, and use any means necessary to enforce compliance with the regulations. The officer and all persons acting under him are indemnified from any indictment, penalty, or action for so doing (s. 2).

See also the Order made under these Acts, dated 1st March 1913 (St. R. & O. 1913, No. 228), and the Regulations of even date (St. R. & O., No. 243).

244. Affiliation.—Where the mother of an illegitimate child obtains an affiliation order against the putative father and then allows the child to become chargeable to a union, and goes to reside permanently in a foreign country, the guardians have power under sec. 7 of the Bastardy Laws Amendment Act, 1872, to recover the weekly payments and the arrears from the putative father (*Jones* v. *Merthyr Tydfil Union*, 1911, 105 L. T. 203).

248. ——. *Tozer* v. *Lake*, 1879, 4 C. P. D. 322, was followed in *Healey* v. *Wright*, [1912] 3 K. B. 249; 81 L. J. K. B. 961, where a single woman obtained a summons against a putative father. Owing to his having left the district the summons could not be served. While he was absent the mother married, and on his return she applied to the Justices' clerk, who altered the date of the summons. This alteration was held to be equivalent to the issue of a fresh summons, and the Justices were held to have no power to make an order against the putative father.

248. ——. Last line, *for* "[1900] 1 K. B. 119," *read* "[1901] 1 K. B. 118."

253. ——. *Reffell* v. *Morton* is reported in 70 J. P. 347.

253. ——. The evidence of a superintendent of police that he was present at assizes when the appellant was convicted of having had unlawful carnal connection with the respondent during the material period of time, was held to be sufficient evidence of corroboration, although no certified copy of the conviction was put in evidence (*Mash* v. *Darley*, [1913] 83 L. J. K. B. 78).

259. ——. After the death of the putative father neither arrears nor future payments can be recovered from his estate (*In re Harrington; Wilder* v. *Turner*, [1908] 2 Ch. 687; 78 L. J. Ch. 27). An agreement by the father of a bastard child to pay to the mother a weekly sum for its support is a personal contract and cannot be enforced by her personal representative (*James* v. *Morgan*, [1909] 1 K. B. 564; 78 L. J. K. B. 471).

263. Affinity.—As to marriage with deceased wife's sister, see now Deceased Wife's Sister's Marriage Act, [1907] 7 Edw. VII. c. 47.

286. Aggrieved.—See *In re Kitson; Ex parte Sugden*, [1911] 2 K. B. 109; 80 L. J. K. B. 1147, cited *sub tit.* BANKRUPTCY herein.

288. Agistment.—See DISTRESS herein as to Agricultural Holdings Act, 1883.

288. Agreed and Declared.—Line 26, *for* "1017," *read* "1117."

290. Agricultural Holdings.—See TENANT-RIGHT, Vol. XIV. p. 27; DISTRESS herein.

291. Air.—Add a cross-reference to PRESCRIPTION, Vol. XI. p. 457.

295. Aldermen.—As to election of aldermen, see ELECTIONS, Vol. V. p. 175, and herein.

300. Alimony.—See MAINTENANCE herein.

301. ——. Last line, *for* "one-third," *read* "one-fifth."

301. ——. An action will not lie for alimony whether *pendente lite* or permanent (*Bailey* v. *Bailey*, 1884, 13 Q. B. D. 855; *Robins* v. *Robins*, [1907] 2 K. B. 13; 76 L. J. K. B. 649).

301. ——. A wife who has successfully petitioned the Court in a suit for judicial separation is not entitled to any fixed proportion of his income. In deciding the amount to which she is entitled her general conduct, apart from matrimonial offences, must be looked at. If she has no means, no matter how bad her conduct may have been, the husband will be ordered to pay her such sum as will enable her to live without having to beg, or to become a burden on the public, or to be driven to vice, or to starve (*Leslie* v. *Leslie*, [1911] P. 203; 80 L. J. P. 139).

302. ——. As to the discretion of the Court in a suit for restitution of conjugal rights to order periodical payments to be made by the husband to the wife for a specified period, under sec. 2 of the Matrimonial Causes Act, 1884, see *Clutterbuck* v. *Clutterbuck*, 1913, 108 L. T. 573.

302. ——. Unless an order for a fixed sum has been made, the Court will not interfere by injunction at the instance of the wife to restrain the husband from dealing with his property so as to reduce the amount of the wife's alimony. This principle applies equally to permanent maintenance, permanent alimony, and alimony *pendente lite* (*Burmester* v. *Burmester*, [1913] P. 76; 82 L. J. P. 54).

304. ——. After *Cobb* v. *Cobb*, [1900] P. 145, add *Barker* v. *Barker*, 1905, 74 L. J. P. 74; *Wenham* v. *Wenham*, 1906, 95 L. T. 548.

307. Alkali, etc., Works.—The rules made under the Alkali, etc., Works Regulation Act, 1906, were published on November 27, 1906, No. 884 of 1906 (see St. R. & O. 1906, p. 21).

315. Allotments.—The Small Holdings and Allotments Act, 1907, 7 Edw. vii. c. 54, made considerable amendments in the Allotments Act, 1887, 50 & 51 Vict. c. 48, and the Allotments Act, 1890, 53 & 54 Vict. c. 65. The Small Holdings and Allotments Act, 1908, 8 Edw. vii. c. 36, repeals and consolidates the three above-mentioned Acts. In view of the alteration made in the law since the article in Vol. I. was written, it has been deemed advisable to re-write that portion of the article which deals with the Allotments Acts, 1887 and 1890. Unless otherwise stated, the references throughout this article are to the sections of the Small Holdings and Allotments Act, 1908, 8 Edw. vii. c. 36.

Provision of Allotments.—If the council of any borough, urban district, or parish are of opinion that there is a demand for allotments for the labouring population in their district, and that such allotments cannot be obtained at a reasonable rent and on reasonable conditions, by voluntary agreement between the owners of suitable land and the applicants, the council must provide a sufficient number of allotments, and let them to persons belonging to the labouring population resident in the borough, district, or parish who desire to take them (s. 23 (1)). If a written representation to the council of a borough, urban district, or parish is made by six resident registered parliamentary electors or ratepayers, that the circumstances of the borough, urban district, or parish are such that it is the duty of the council to take proceedings under the Act, the council are to take the representation into consideration (s. 23 (2)). "Reasonable rent" here means "the rent, exclusive of rates, taxes, and tithe rent-charge, which a person taking an allotment might reasonably be expected to pay, taking one year with another, to a landlord, having regard to the value of similar land in the neighbourhood, to the extent and situation of the allotment, and the expenses of adapting the land to the purposes of the allotment, and to the repairs and other outgoings payable by the landlord, and to the cost and risk of collecting the rents of, and otherwise managing, allotments" (s. 23 (3)). A council is not bound to provide allotments exceeding one acre (s. 23 (4)).

The county councils of each county are to ascertain the extent to which there is a demand for allotments in the several urban districts (other than boroughs) and rural parishes, or would be a demand if suitable land were available, and the extent to which it is reasonably practicable to satisfy such demand. For this purpose they are to co-operate with such authorities, associations, or persons, and take such other steps as they think fit (s. 24 (1)). If the county council are satisfied that the circumstances justify them in acquiring land for allotments, they are to pass a resolution to that effect, and thereupon the powers and duties of the district or parish council are transferred to the county council as regards the particular district or parish in question. Such a resolution does not affect any land acquired by a district or parish council before the passing of the resolution (s. 24 (2)). Provision is made for the borrowing of money by the county council on the security on which the district or parish council might have borrowed, and for the adjustment of accounts between the county and the district or parish council (s. 24 (3)). If the Board of Agriculture are satisfied, after holding an inquiry, that a county council has failed to fulfil their obligations in relation to any urban district (other than a borough) or rural parish, they may, by order, transfer the powers of the county council in relation to that district or parish to the Small Holdings Commissioners (see SMALL HOLDINGS). The county council, the council of the district or parish, and any other persons whom the person holding the inquiry may allow, may appear and be heard at the inquiry (s. 24 (4)).

Powers of Councils in Relation to the Provision of Allotments.—A borough, urban district, or parish council may, by agreement, purchase or take on lease land, either within or without their borough, district, or parish, for the purpose of providing allotments (s. 25 (1)). If unable to acquire by agreement, and on reasonable terms, they may acquire land compulsorily (s. 25 (2)). (As to procedure, see SMALL HOLDINGS.) A council may not acquire land save at such price or rent that in their opinion all expenses, except such as are incurred in making roads to be used by the public, incurred by them in acquiring the land and otherwise in relation to the allotments, may reasonably be expected to be recouped out of the rents obtained in respect thereof (s. 25 (3)).

A borough, urban district, or parish council may improve any land acquired by them, and adapt it for letting in allotments, by draining, fencing and dividing it, acquiring approaches, making roads, and otherwise, and may also maintain such drains, etc., and do such things as are necessary to maintain the allotments in a proper condition (s. 26 (2)). The council may also erect buildings and adapt existing buildings, but not more than one dwelling-house may be erected for occupation with any one allotment, and no dwelling-house may be erected for occupation with an allotment of less than one acre (s. 26 (2)).

The rents of the allotments are to be fixed at an amount not less than that reasonably calculated to ensure the council from loss. Expenses incurred in unsuccessful attempts to acquire land are not to be calculated in such loss. Subject to this, reasonable rents may be charged, having regard to the value of the land. If the council deem it necessary to require payment in advance, not more than one quarter's rent may be so required to be paid (s. 27 (1)). For the purposes of all rates and taxes, and all tithe rent-charge payable by an occupier, the council are deemed to be occupiers of the allotments. The sums so paid are apportioned between the allotments, and the sum payable by each tenant must be certified to him, and added on to the rent, and deemed part of the rent, and is recoverable as rent. For the purposes of parliamentary, municipal and local franchises, the tenants are deemed to be occupiers, and the rates are deemed to have been paid by them (s. 27 (2)). No one person may hold an allotment or allotments exceeding five acres. Any part of the land, however, acquired by a council, which exceeds five acres, may be adapted for letting, and let as an allotment, if the county council are satisfied that it is convenient and desirable that it should be so let, and give their consent (s. 27 (3)). An allotment may not be sublet (s. 27 (4)). When an allotment cannot be let as such, it may be let to any person whatever at the best annual rent obtainable, without any premium or fine, but only on such terms as may enable possession to be resumed within not more than twelve months if it should be required to be let as an allotment (s. 27 (5)). A council has the same power of letting allotments to persons working on a co-operative system or to an association for the purpose of creating or promoting the creation of allotments as a county council has of letting small holdings (s. 27 (6)). (See SMALL HOLDINGS.)

Subject to the provisions of the Act, the council may make necessary and proper rules for regulating the letting of the allotments, for preventing undue preference, and generally for carrying the Act into effect (s. 28 (1)). The rules may define the persons eligible as tenants, the notices to be given as to the letting of the allotments, their size, the conditions of cultivation, and the rent (s. 28 (2)). The rules must provide for giving a tenant reasonable notice of the determination of his tenancy. The rules must be confirmed by the Board of Agriculture in the same manner as by-laws required to be confirmed by the Local Government Board under the Public Health Acts (s. 28 (3)). Rules for the time being in force are binding on all persons. They must be made known to all persons interested as the council think fit, and any inhabitant may demand a copy gratis (s. 28 (4)).

The council may appoint and remove allotment managers, who may consist either partly of members of the council and partly of other persons, or wholly of other persons, but in either case the other persons must reside in the locality and contribute to the rate out of which the expenses under the Act are paid (s. 29 (1)). The proceedings and powers of the allotment managers are directed by the council. The council may authorise them to do anything the council are authorised to do, and to incur expenses to the amount the council may think fit. Any expenses properly so incurred are deemed to be the expenses of the council under the Act (s. 29 (2)).

The rent and possession after notice to quit or failure to deliver possession as required by law may be recovered by the council as landlords (s. 30 (1)). If the rent is in arrear for over forty days, or if the council consider that a tenant who has been in occupation for not less than three months has not observed the rules made by the council, or if the tenant is resident more than one mile out of the borough, district, or parish, the council may serve the tenant with one month's notice terminating the tenancy. If the tenant is residing outside the borough, district, or parish, the notice may be left at his last known place of abode within the borough, etc., or may be conspicuously fixed on the allotment. In such cases, in default of agreement between the outgoing and incoming tenant, the council must pay the outgoing tenant any compensation due to him as such. The compensation is assessed either by an arbitrator appointed by the council, or, if the tenant so elects, by an arbitrator appointed under the Allotments and Cottage Gardens Compensation for Crops Act, 1887, 50 & 51 Vict. c. 26, or the Agricultural Holdings Act, 1908, 8 Edw. VII. c. 28 (s. 30 (2)). On recovery of an allotment from a tenant the Court directing the recovery may stay delivery of possession until the payment of compensation is made or secured to the satisfaction of the Court (s. 30 (3)).

The council must keep a list of all allotments, showing particulars of tenancy, acreage, and rent, which list is open to the inspection of ratepayers free of charge (s. 31).

The council may sell superfluous land or unsuitable land with the sanction of the county council, and may exchange land for other land. Sections 128 to 131 of the Lands Clauses Consolidation Act, 1845, 8 & 9 Vict. c. 18, which relate to the right of pre-emption of superfluous lands, apply to any such sale, but no other provisions of that Act apply (s. 32).

Allotment wardens under the Inclosure Acts, 1845 to 1882, may, with the sanction of the Board of Agriculture, transfer the management of any land under their management to the council (s. 33 (1)). Trustees within the meaning of the Allotments Extension Act, 1882, 45 & 46 Vict. c. 80, who are required or authorised to let lands in allotments, may, with the sanction of the Charity Commissioners or the Board of Education, as the case may be, sell or let the land to the council (s. 33 (2)). The powers and duties of wardens of allotments in rural parishes are to be exercised by the parish council, or if the parish has not a parish council, by persons appointed by the parish meeting (s. 33 (3)). The Act applies to all land vested in or the management of which has been transferred to the council in the same way as it does to land acquired by the council (s. 33 (4)).

Common Pasture.—A borough, urban district, or parish council may, under the authority of the county council, acquire land for common pasture if needed by the labouring population. The expenses incurred must be such as will be reasonably recouped by the charges made. The provisions as to allotments apply, with the necessary alterations and modifications, to common pasture (s. 34).

In London the powers conferred by the Act on borough, urban district, and parish councils may be exercised by the London County Council (s. 36).

As to the tenant's right to compensation, and as to power to acquire land compulsorily, see article SMALL HOLDINGS herein.

316. ——. Line 28, *for* "s. 7 (13)," *read* "s. 7 (3)."

323. Alluvion.—See FORESHORE herein.

331. Ambiguity.—In *In re Halston; Ewen* v. *Halston*, [1912] 1 Ch. 435; 81 L. J. Ch. 265, extrinsic evidence was admitted to show the testator's intention in a case of misdescription of a legatee.

334. Amendment in Criminal Proceedings.—An indictment charging a prisoner with obtaining credit under false pretences cannot be amended so as to alter the charge to one of obtaining credit by fraud (*R.* v. *Benson*, [1908] 2 K. B. 270; 77 L. J. K. B. 644).

352. Ancient Monuments.—See also MONUMENTS, Vol. IX. p. 316.

352. ——. The Ancient Monuments Consolidation and Amendment Act, 1913, 3 & 4 Geo. v. c. 32, consolidates and amends the law relating to ancient monuments.

The Commissioners of Works may with the consent of the Treasury purchase ancient monuments out of moneys provided by Parliament for that purpose (s. 1 (1)). Local authorities may also purchase by agreement any monument in or near their area (s. 1 (2)). The Land Clauses Acts are incorporated with the Act (except those provisions which relate to the purchase and taking of lands otherwise than by agreement (s. 1 (2)). Section 2 gives the Commissioners of Works or a local authority power to accept gifts, devises, or bequests of ancient monuments if they think fit.

The owner of an ancient monument may with the consent of the Commissioners or a local authority constitute them by deed guardians of the monument, but they may not become guardians of a dwelling-house occupied by any other person than a caretaker and his family (s. 3 (1) (2)). Persons deriving title to a monument, from, through, or under any owner who has constituted the Commissioners or a local authority guardians of the monument, are bound by the deed so constituting them, and where the owner of the site of a monument is a tenant for life or in tail, having a power of sale, the deed executed by the owner binds every successive owner of any estate or interest in the land, and the tenant for life or in tail is not liable for any depreciation of property attributable to his act (s. 3 (3)). Such a deed does not bind an encumbrancer whose encumbrance cannot be over-reached by the tenant for life under the Settled Land Acts, 1882 to 1890 (s. 3 (4)). Except as provided by the Act, the owner has the same right and title to, and estate and interest in, the monument as if the Commissioners or local authority were not guardians thereof.

When once a Commissioner or the local authority have become guardians of a monument they are to maintain the monument, and for that purpose have access thereto for themselves, their inspectors, agents, and workmen, until they receive notice in writing to the contrary from an owner of the monument who is not bound by the deed (s. 4 (1)). The expenses of the Commissioners in maintaining the monument are met out of moneys provided by Parliament with the approval of the Treasury (s. 4 (2)). Maintenance in this section includes the fencing, repairing, and covering in of the monument, and any other act or thing necessary to repair it or protect it from decay or injury (s. 4 (3)).

The following persons are deemed to be owners of a monument for the purposes of the provisions of the Act:—(*a*) Any person entitled for an estate in fee to the possession or receipt of the rents and profits of freehold or copyhold land; (*b*) any person absolutely entitled in possession to a beneficial lease of land of which not less than forty-five years are expired. The lease is not deemed to be a beneficial lease if the rents exceed one-third of the full annual value of the land; (*c*) any person entitled under any existing or future settlement for the term of his own life, or that of any other person, to the possession or receipt of the rents and profits of land of any tenure in which the estate for the time being subject to the trusts of the settlement is an estate for lives or years renewable for a term of not less than 60 years, or an estate for a term of years of which not less than 60 are unexpired, or any greater estate; (*d*) any body corporate, or corporation sole, any trustees for charities, and any commissioners or trustees for ecclesiastical, collegiate, or other public purposes entitled, in the case of freehold or copyhold land, to a lease for an unexpired term of not less than 60 years (s. 5 (1)). Where a person who is deemed to be the owner of a monument is a minor, or of unsound mind, his guardian or committee is the owner, and where the owner is a married woman she has power to execute a deed constituting the Commissioners or a local authority guardians notwithstanding that she is restrained from anticipation (s. 5 (2)). In this section "entitled" means beneficially entitled, and "land" means land which is the site of an ancient monument, whether it is subject to encumbrances or not (s. 5 (3)).

If the Ancient Monuments Board report to the Commissioners of Works that an ancient monument within the meaning of the Act is in danger of removal, destruction or damage from neglect or injudicious treatment, and that its preservation is of national importance, the Commissioners may make a preservation order placing it under the protection of the Commissioners. In cases of urgency the Commissioners may make the order without a report from the Board (s. 6 (1)). The Board has power either by themselves or by any person authorised by them to enter at reasonable times to inspect an ancient monument which they consider to be in danger. Unless the Board considers that the matter is urgent they must give seven days' notice to the occupier of the premises (s. 6 (2)). A preservation order lasts for 18 months, when it ceases to have effect unless confirmed by Parliament. If the order is not confirmed by Parliament within 18 months, no further preservation order can be made for another 5 years (s. 6 (3)). The Commissioners of Works may bring in a Bill to confirm a preservation order, and if, while the Bill is pending, a petition is presented against the order, the Bill may be referred to a select committee or to a joint committee, and the petitioner may appear and oppose as in the case of a private Bill (s. 6 (4)). A committee on such a Bill may by a majority award costs against the Commissioners of Works if they think that the petitioner has been unreasonably subjected to expense or has been subjected to an unreasonable amount of expense in protecting rights proposed to be interfered with by the Bill. Such costs may be taxed and recovered under the Parliamentary Costs Act, 1865 (s. 6 (5)).

During the continuance of the preservation order a monument must not be demolished or removed; nor may it be added to or altered, nor may any work be carried out in connection therewith, without the written consent of the Commissioners of Works (s. 7 (1)). During the continuance of such an order the Commissioners of Works may with the consent of the Treasury constitute themselves guardians of such a monument which they think is liable to fall into decay owing to the neglect of the owner (s. 7 (2)).

Sections 6 & 7 do not apply to any structure which appears to the Commissioners to be occupied as a dwelling-house (otherwise than by a person employed as a caretaker or his family) (s. 8).

The Commissioners of Works or a local authority may receive voluntary contributions towards the cost of maintenance and preservation of a monument of which they are owners or guardians, and may enter into agreements with the owners of such monuments or other persons as to their maintenance and preservation (s. 9).

Section 10 gives power for the transfer of monuments between local authorities and the Commissioner of Works.

Under s. 11 a local authority may at the request of the owner undertake or contribute towards the cost of preserving, maintaining, or managing any monuments in or near their area, whether they have purchased it or become guardians of it under the Act or not. The plans and specifications of all works other than those of immediate necessity must be submitted to the Ancient Monuments Board, who, if they object, should report the matter to the Commissioners of Works, whose decision is final.

The Commissioners of Works must from time to time publish a list containing :—(*a*) Such monuments as are reported by the Board as being monuments the preservation of which is of national importance; and (*b*) such other monuments as the Commissioners think ought to be included in the list. When the Commissioners propose to include a monument in the list they must inform the owner of their intention and of the penalties to which he is liable under s. 12 (2) (s. 12 (1)). If the owner of an ancient monument which is included in such a list proposes to demolish it, or remove it in whole or in part, or structurally alter it, or to add to it, he must give notice of his intentions to the Commissioners, and must not, except in cases of urgent necessity, commence any such work for one month after the notice. The penalty for contravening this provision is a fine not exceeding £100, or imprisonment not exceeding three months, or both on summary conviction (s. 72 (2)). The section does not apply to a dwelling-house occupied by any person other than a caretaker or his family (s. 12 (3)).

The public are allowed access to monuments of which the Commissioners or a local authority are owners or guardians, under regulations prescribed by these bodies. The section does not apply to a monument of which the Commissioners or a local authority were constituted guardians before the Act came into force, except in those cases where the owner has consented to the public having access by a deed constituting the Board guardians or otherwise. Where the deed is executed after the commencement of the Act, and so provides, the public shall not have access without the consent of the owner (s. 13). The penalty for injuring or defacing a monument of which the Commissioners or a local authority are owners or guardians, or which is the subject of a preservation order, or as regards which an Order in Council as set out hereunder has been made, is a fine not exceeding £5, and the cost of repairing the damage, or imprisonment with or without hard labour, not exceeding one month on summary conviction (s. 14 (1)). In England there is an appeal to Quarter Sessions (s. 14 (2)). The owner of a monument is not punishable under this section, except in cases where the Commissioners or the local authority are guardians, in which case he may be dealt with as if he were not the owner (s. 14 (3)). An Order in Council may declare that this section shall apply to ancient monuments specified therein (s. 14 (4)).

Section 15 provides that the Commissioners of Works are to constitute an Advisory Board called the Ancient Monuments Board, consisting of members representing The Royal Commission on Historic Monuments in England; The Royal Commission on Historic Monuments in Scotland; The Royal Commission on Historic Monuments in Wales; The Society of Antiquaries of London; The Society of Antiquaries of Scotland; The Royal Academy of Arts; The Royal Institute of British Architects; The Trustees of the British Museum; The Board of Education; and such other members as the Commissioners may appoint. Separate members may be constituted for England and Wales (subs. (1) and Sched. I.). The above bodies may be altered by Order in Council (subs. 2). The Board may give advice to owners of monuments on payment of out-of-pocket expenses (subs. 3).

Section 16 gives power to appoint inspectors of monuments; and sec. 17 gives the Commissioners of Works power to give advice and superintend work in connection with ancient monuments at the request of the owner. By sec. 18 a borough or district council may relax their by-laws in order that buildings may be erected in harmony with existing buildings of artistic merit. The Advertisements Regulation Act is construed as if the powers given to a local authority under that Act included the power to make by-laws restricting the display of advertisements detrimental to the amenities of an ancient monument (s. 19).

For the purposes of the Act "monument" includes any structure or erection other than an ecclesiastical building which is for the time being used for ecclesiastical purposes. "Ancient Monument" includes any monument specified in the schedule of the Ancient Monuments Protection Act, 1882, and any other monuments or things which, in the opinion of the Commissioners of Works, are of a like character, and any monument or part or remains of a monument the preservation of which is a matter of public interest by reason of the historic, architectural, traditional, artistic, or archæological interest attaching thereto, and the site of any such monument or the remains thereof, or any part of the adjoining land which may be required for the purpose of fencing, covering in, or otherwise preserving the monument from injury, and also includes the means of access thereto (s. 22).

The following Acts are repealed:—

Session and Chapter.	Short Title.	Extent of Repeal.
45 & 46 Vict. c. 73.	The Ancient Monuments Protection Act, 1882.	The whole Act except so far as it relates to Ireland and except the Schedule.
63 & 64 Vict. c. 34.	The Ancient Monuments Protection Act, 1900.	The whole Act except so far as it relates to Ireland.
10 Edw. VII. & 1 Geo. V. c. 3.	The Ancient Monuments Protection Act, 1910.	The whole Act except so far as it relates to Ireland.

353. Animals.—See also FENCE; DOGS; POUND, herein.

353. ——. Line 9 from foot, *delete* "F."

353. ——. After *Cox* v. *Burbidge*, 13 C. B. N. S. 430, add a reference to *Higgins* v. *Searle*, 1908, 100 L. T. 280; 73 J. P. 185.

353. ——. It is not the natural consequence of leaving a horse, which is not known to be vicious, in a yard that it will kick a person in the yard. The owner of such a horse is therefore not liable to any person who is kicked, even if the horse is a trespasser in the yard (*Bradley* v. *Wallaces*, [1913] 3 K. B. 629; 82 L. J. K. B. 1074).

353. ——. In *White* v. *Steadman*, [1913] 3 K. B. 340; 82 L. J. K. B. 846, one of the plaintiffs hired a landau from the defendant with a horse and driver for the purpose of taking a drive. The circumstances were such that the defendant must have contemplated that the hirer's wife would use the carriage. The horse became unmanageable while passing a traction engine, and both husband and wife were injured. In an action brought by both of them, the defendant admitted liability to the husband who had made the contract for the hire of the landau, but denied liability to the wife. The jury found that the defendant ought to have known of the vicious propensity of the horse, but that the driver had not been negligent. Lush, J., held that the defendant was in the same position as if he had known the propensity of the horse, and that it was his duty to warn the wife of the character of the horse; that this duty was imposed upon him irrespective of the contract, and that he was liable in damages to the wife. It was further held that the defendant was liable to the wife on the ground that he had accepted her as a passenger in the landau, of which he had retained the control, and that he was therefore bound to use reasonable care to carry her safely.

353. ——. It has been held in Scotland that the act of patting a strange dog does not amount to contributory negligence (*Gordon* v. *Mackenzie*, [1913] S. C. 109). In the same case it was held that evidence that the dog had bitten people after the date of the bringing of the action was admissible.

354. ——. An owner who puts a horse, which he knows to be likely to attack men, in a field through which he knows persons usually pass, is not liable for injury done by the horse to a trespasser (*Lowery* v. *Walker*, [1910] 1 K. B. 173). This decision was, however, reversed by the House of Lords, on the ground that the finding of fact of the County Court judge really amounted to a finding that the defendant had tacitly permitted the public to use a path across the field as a short cut, [1911] A. C. 13; 80 L. J. K. B. 138.

354. ——. The owner of an animal, not *feræ naturæ*, but liable to attack other classes of animals, is not liable to a person who is attacked in consequence of having brought an animal of such a class on to the premises of the owner, even if he does so with the leave and licence of the owner (*Clinton* v. *Lyons*, [1912] 3 K. B. 198; 81 L. J. K. B. 923).

354. ——. The expression "carcase washed from any vessel," in sec. 46 (2) of the Diseases of Animals Act, 1894, includes carcases of frozen mutton washed ashore from a wrecked vessel, and the local authority can recover the expenses of destroying them from the owners (*The Suevic* (No. 2), [1908] P. 292; 77 L. J. P. 152).

354. ——. The Diseases of Animals Act, 1909, 9 Edw. VII. c. 26, provides that local authorities shall pay a prescribed fee, not to exceed 2s. 6d., to veterinary surgeons for every notification of disease.

354. ——. CRUELTY TO.—See CRUELTY TO ANIMALS, Vol. IV. p. 254, and herein.

354. ——. The Injured Animals Act, 1894, is repealed by the Injured Animals Act, 1907. See CRUELTY TO ANIMALS herein.

354. ——. EXPORTATION OF HORSES.—See CRUELTY TO ANIMALS herein.

355. ——. As to what is a reasonable higher rate within sec. 7 of the Railway and Canal Traffic Act, 1854, see *Williams* v. *Midland Rly.*, [1908] 1 K. B. 252; 77 L. J. K. B. 157.

357. **Annuities.**—After *In re Trenchard*, [1905] 1 Ch. 82, add a reference to *In re Spencer Cooper; Poë* v. *Spencer Cooper*, [1908] 1 Ch. 130; 77 L. J. Ch. 64.

357. ——. *Dawson* v. *Hearn*, 1830, 1 Russ & M. 606; 39 E. R. 232, was followed in *In re Robbins; Robbins* v. *Legge*, [1907] 2 Ch. 8; 76 L. J. Ch. 531.

357. ——. A testator gave an annuity for life to an annuitant to be paid quarterly. He also gave instructions for the purchase of a Government annuity. The annuitant died after the first quarterly payment, but before the purchase of the Government annuity. His legal personal representative was held entitled to the cost of the annuity on the date of the quarterly payment, with interest at 4 per cent. (*In re Brunning; Gammon* v. *Dale*, [1909] 1 Ch. 276; 78 L. J. Ch. 75).

358. ——. A gift of an annuity to several persons without words of survivorship is a gift of a separate annuity of an aliquot part to each. Each separate annuity ceases on the death of the annuitant (*In re Evans; Thomas* v. *Thomas*, 1908, 77 L. J. Ch. 583; 99 L. T. 271).

359. ——. As to proportions of burden to be borne by life-tenant, and remaindermen of an annuity created during the testator's lifetime, see CORPUS AND INCOME, Vol. IV. p. 12.

359. ——. Where property was conveyed to trustees upon trust to pay an annuity out of income and subject thereto upon certain trusts over, the annuity was held to be charged on the corpus (*In re Watkin's Settlement; Wills* v. *Spence*, [1911] 1 Ch. 1; 80 L. J. Ch. 102, overruling *In re Bigge; Granville* v. *Moore*, [1907] 1 Ch. 714; 76 L. J. Ch. 413).

359. ——. After *In re Moore's Estate*, 19 L. R. Ir. 365, add a reference to *In re Howarth; Howarth* v. *Makinson*, [1909] 2 Ch. 19; 78 L. J. Ch. 687.

359. ——. After *Foster* v. *Smith*, 1 Ph. 629, add a reference to *In re Boden; Boden* v. *Boden*, [1907] 1 Ch. 132; 76 L. J. Ch. 100; *In re Boulcott's Settlement; Wood* v. *Boulcott*, 1911, 104 L. T. 205.

359. ——. *Taylor* v. *Taylor*, 1874, L. R. 17 Eq. 324, is overruled by *In re Howarth; Howarth* v. *Makinson*, [1909] 2 Ch. 19; 78 L. J. Ch. 687 (*In re Young*; *Brown* v. *Hodgson*, [1912] 2 Ch. 479; 81 L. J. Ch. 817).

360. ——. Where an estate was not sufficient to pay pecuniary legacies and set aside the full sum directed to provide an annuity, but was sufficient to pay the legacies and buy an annuity as at the death of the testatrix, the annuitant was held entitled to have the value of the annuity as at the death paid to him or invested in the purchase of an annuity (*In re Cottrell; Buckland* v. *Bedingfield*, [1910] 1 Ch. 402; 79 L. J. Ch. 189).

360. ——. Where the Court has set aside a portion of an estate to secure an annuity, the rest of the estate is not released from liability to satisfy the annuity (*In re Evans and Bettell's Contract*, [1910] 2 Ch. 438; 79 L. J. Ch. 669).

361. ——. The general rule that arrears of an annuity do not carry interest does not apply to the working out of a judgment in an action for the administration of the estate of the grantor of the annuity (*In re Salvin; Worsley* v. *Marshall*, 1912, 1 Ch. 332; 81 L. J. Ch. 248).

361. ——. A testator granted an annuity to a married woman, and provided that she should be restrained from anticipating any property coming to her under the annuity. It was further provided by the will that "if she should assign, dispose of, or charge the annuity, whether under disability or not," the annuity should cease. On the annuitant attempting to charge the annuity, the Court held that as she had not created a valid charge, the annuity was not forfeited (*In re Adamson; Public Trustee* v. *Billing*, 1913, 109 L. T. 25).

371. Appeals.—Where a statute refers any matter to a Court of record without any further provision, the implication is that it is referred to it as a Court and not as arbitrators. An appeal therefore lies from such Court in the ordinary way (*National Telephone Co.* v. *Postmaster-General* (No. 2), [1913] A. C. 546; 82 L. J. K. B. 1197).

372. ——. The Lord Chancellor may request any judge of the High Court to sit as an additional judge in the Court of Appeal. While so sitting a judge is deemed an additional judge within the Supreme Court of Jurisdiction Act, 1875, 38 & 39 Vict. c. 77, sec. 4, and the Appellate Jurisdiction Act, 1876, 39 & 40 Vict. c. 59, sec. 19. The fifth paragraph of sec. 4 of the Supreme Court of Jurisdiction Act is repealed (Appellate Jurisdiction Act, 1908, 8 Edw. VII. c. 51, s. 6).

372. ——. Sec. 2 of the Appellate Jurisdiction Act, 1913, 3 & 4 Geo. v. c. 21, provides that a Lord of Appeal in Ordinary, whether appointed before or after the passing of the Act, who at the date of his appointment would have been qualified to be an ordinary judge of the Court of Appeal, or who at that date was a judge of that Court, shall be an *ex officio* judge of the Court of Appeal. No such Lord of Appeal, however, is required to sit and act as a judge of the Court of Appeal unless he consents to do so on the request of the Lord Chancellor. While so sitting and acting he ranks therein according to his precedence as a peer.

375. ——. As to what is a "criminal cause or matter," see further, CRIMINAL CAUSE OR MATTER, Vol. IV. p. 229, and herein.

377. ——. Under sec. 1 of the Supreme Court of Judicature Act, 1899, an appeal may be heard by two judges on the filed consent of counsel in the absence of the parties (*Haworth* v. *Pilbrow*, 1912, 28 T. L. R. 143).

377. ——. See *Brinsmead* v. *Brinsmead*, [1913] 1 Ch. 492; 82 L. J. Ch. 305, as to what should be contained in the schedule of evidence required by Order LXII. r. 14 c.

378. ——. An order dismissing a summons to review taxation of a solicitor's bill under the Solicitors' Act, 1843, is not final but interlocutory, and leave to appeal is necessary (*In re Jerome*, [1907] 2 Ch. 145; 76 L. J. Ch. 432). So is an order for working out the rights of the parties under a judgment in a partition action (*Norton* v. *Norton*, 1908, 99 L. T. 709); and an order striking out a statement of claim as frivolous and vexatious under Order XXV. r. 4 (*In re Page ; Hill* v. *Fladgate*, [1910] 1 Ch. 489 ; 79 L. J. Ch. 482).

379. ——. In Ord. 58, R. 15, the word "action" includes an action commenced in the County Court. The time, therefore, for appealing from a decision of the Divisional Court on an appeal from a County Court is three months and not fourteen days (*Johnson* v. *Refuge Assurance Co.*, [1913] 1 K. B. 259 ; 82 L. J. K. B. 411).

381. ——. For an example of a case where the Court of Appeal allowed fresh evidence to be taken before an examiner *de bene esse*, see *The Hawke*, 1912, 28 T. L. R. 319.

382. ——. The Court of Appeal has power to make any order which the judge of first instance could have made if he had heard the case at the date when the appeal is heard. The Court, therefore, has power to discharge an injunction if the circumstances of the case have altered since the date of the original trial of the case, and may substitute for the injunction an undertaking by the defendant. The Court of Appeal also has power to refer questions to experts even if the parties do not consent. If the parties agree the inquiry may be conducted by means of experiments instead of by the usual method of taking evidence (*Att.-Gen.* v. *Birmingham, Tame, and Rea District Drainage Board*, [1912] A. C. 788 ; 82 L. J. Ch. 45).

386. ——. After *Att.-Gen.* v. *Emerson*, 1889, 24 Q. B. D. 56 ; 59 L. J. Q. B. 192, add a reference to *Becker* v. *Earl's Court Ltd.*, 1912, 56 S. J. 206.

389. ——. An originating summons to enforce an undertaking by a solicitor for the payment of money not given in an action is not a matter of "practice or procedure" (*In re Marchant*, [1908] 1 K. B. 998 ; 77 L. J. K. B. 695) ; but an application to enforce an arbitrator's award under sec. 12 of the Arbitration Act, 1889, is (*In re Colman and Watson*, [1908] 1 K. B. 47 ; 77 L. J. K. B. 121) ; so is an order dismissing an appeal from the Master refusing to make a solicitor pay the costs of an action (*Yonge* v. *Toynbee*, [1910] 1 K. B. 215 ; 79 L. J. K. B. 208).

389. ——. See, further, NEW TRIAL, Vol. IX. pp. 648 *et seq.*, and herein.

392. ——. *Radam's Microbe Killer Co.* v. *Leather*, [1892] 1 Q. B. 85 ; 61 L. J. Q. B. 38, was followed in *Dunlop Pneumatic Tyre Co.* v. *New Garage & Motor Co.*, [1913] 2 K. B. 207 ; 82 L. J. K. B. 605, in which case it was held that where in a patent action an inquiry has been ordered before a Master as to damages, an appeal from his assessment lies to the Court of Appeal and not to the Divisional Court.

400. ——. A County Court judge is entitled to add to his note an explanation of an ambiguous word or phrase therein (*Lowery* v. *Walker*, [1911] A. C. 13 ; 80 L. J. K. B. 138).

400. ——. After *Barker* v. *Barker*, 74 L. J. P. 74, add *Wenham* v. *Wenham*, 1906, 95 L. T. 548.

405. ——. The House of Lords dismissed an appeal, allowing no costs to either party in any Court, on the ground that the parties were trying a hypothetical case (*Glasgow Navigation Co.* v. *Iron Ore Co.*, [1910] A. C. 293; 79 L. J. P. C. 83).

408. ——. By sec. 1 of the Appellate Jurisdiction Act, 1913, 3 & 4 Geo. v. c. 21, His Majesty may appoint two Lords of Appeal in Ordinary under sec. 6 of the Appellate Jurisdiction Act, 1876, in addition to the four Lords of Appeal in Ordinary whom he may appoint under secs. 6 & 14 of that Act. The law relating to the appointment and qualifications of Lords of Appeal under sec. 6 of the Act of 1876, and to their duties and tenure of office, their rank, salary, and pension, and otherwise, apply to any Lord of Appeal appointed under the Act of 1913. The sum to be paid in salaries, however, in any one year to the Lords of Appeal in Ordinary appointed under the Act of 1913 must in no case exceed £12,000.

410. ——. In *Manks* v. *Whiteley*, [1913] 1 Ch. 581; 82 L. J. Ch. 267, the Court of Appeal, reserving the judgment of the Court below, declared that the plaintiff was entitled to a first charge on the property in question, and directed an account to be taken of what was due on the mortgage. The order proceeded to state that, on the defendant paying to the plaintiff the sum which the Master should certify to be due within two months of his certificate, the property was to be reconveyed. In default of payment, the plaintiff was given liberty to sell the property subject to a reserve. There was a considerable delay owing largely to the death of the plaintiff. The Master's certificate was dated December 20, 1912, and the property was therefore liable to be sold on February 20, 1913. On January 28 one of the defendants applied to the Court below that the time for redeeming the property might be enlarged on two of the defendants undertaking to present an appeal to the House of Lords within fourteen days. Sargant, J., held that he had power under Order LXIV. r. 7 to vary the order of the Court of Appeal to this extent notwithstanding the decision in *Hamill* v. *Lilley*, 1879, 19 Q. B. D. 83, and *The Khedive*, 1887, 5 P. D. 1.

411. ——. After *Att.-Gen.* v. *Emerson*, 1889, 24 Q. B. D. 56; 59 L. J. Q. B. 192, add a reference to *Becker* v. *Earl's Court Ltd.*, 1912, 56 S. J. 206.

411. ——. The Court of Appeal will not order that the successful party's costs be paid only on his solicitor undertaking to repay them in the event of an appeal to the House of Lords being successful, except in most exceptional cases (*Griffiths* v. *Benn*, 1911, 27 T. L. R. 346).

421. Appearance.—While approving rule 11 of the Office Rules settled by the Practice Masters, which lays down that an appearance under protest becomes unconditional on the expiration of the time fixed by the master when giving leave, the Court of Appeal held that it does not preclude the Court or a judge from hearing an application to set aside the writ or the service of it in a proper case, after the period fixed has expired (*Keymer* v. *Reddy*, [1912] 1 K. B. 215; 81 L. J. K. B. 266).

425. Apportionment.—Where a lessee assigns part of the demised premises, the rent reserved is apportioned according to the value and not the area, as at the date of the severance and not of the granting of the lease (*Salts* v. *Battersby*, [1910] 2 K. B. 155; 79 L. J. K. B. 937).

426. ——. The Apportionment Act, 1870, does not apply to Crown debts. Payments in commutation of first fruits and tenths are apportionable between successive bishops, but although collected and administered by the Governors of Queen Anne's Bounty, they are still Crown debts, and therefore not apportionable against the Crown or the Treasurer of Queen Anne's Bounty (*Bishop of Rochester* v. *Le Fanu*, [1906] 2 Ch. 513; 75 L. J. Ch. 743).

426. ——. Provisions in the articles of a company declaring when the dividends on its shares shall accrue due do not amount to a stipulation within sec. 7 of the Apportionment Act, 1870, 33 & 34 Vict. c. 35 (*In re Oppenheimer ; Oppenheimer* v. *Boatman*, [1907] 1 Ch. 399; 76 L. J. Ch. 287). It seems doubtful whether such a stipulation can be contained elsewhere than in the instrument of gift (*ibid.*). A provision in a will that dividends should be paid over to a testator's widow "as received," was held to constitute such a stipulation in *Macpherson's Trs.* v. *Macpherson*, [1907] S. C. 1067.

427. ——. A gift of all arrears of rent due to the testator at the date of his death, includes the proportion of rents accruing due in the quarter in which the testator dies (*In re Ford ; Myers* v. *Molesworth*, [1911] 1 Ch. 455; 80 L. J. Ch. 355).

428. ——. Where a tenant for life directs the trustees to purchase stock on which a dividend has been declared but not paid, he is not entitled to the dividend (*In re Peel's Settled Estates*, [1910] 1 Ch. 389; 79 L. J. Ch. 233).

428. ——. Where preference shares are bequeathed to a tenant for life and then to a remainderman, and no dividends are paid during the life of the tenant for life, his executors are not entitled to claim to have arrears made good out of dividends paid after his death (*In re Sale ; Nisbet* v. *Philp*, [1913] 2 Ch. 697).

428. ——. The Apportionment Act, 1870, applies to the shares of companies which by their articles restrict the holding and transfer of their shares, notwithstanding the fact that such companies are called for the sake of convenience private companies in sec. 121 of the Companies (Consolidation) Act, 1908 (*In re White ; Theobald* v. *White*, [1913] 1 Ch. 231.

429. Appraisement.—After *Cargo ex Venus*, L. R. 1 Ad. & E. 50, add a reference to *The Hohenzollern*, [1906] P. 339; 76 L. J. P. 17. In this case it was also held that if the value of the salved vessel to her owners is greater than the market value, the value to the owners is to be taken.

431. Apprentice.—As to the necessity for an apprenticeship agreement to be in writing, see *Kirkby* v. *Taylor*, [1910] 1 K. B. 529; 79 L. J. K. B. 267.

432. ——. *For* "ll. 23–29," *read* "The stamp duty on indentures of apprenticeship is 2s. 6d., but instruments relating to poor children apprenticed by or at the sole charge of any parish or township, or by or at the sole charge of any public charity, or pursuant to any Act for the regulation of parish apprentices, are exempt, as are also instruments of apprenticeship in Ireland, where the value of the premium or consideration does not exceed £10 (Stamp Act, 1891, 54 & 55 Vict. c. 39, s. 25, and schedule). By sec. 108 of the Merchant Shipping Act, 1894, 57 & 58 Vict. c. 60, indentures of apprenticeship for the sea service are exempt from stamp duty."

446. ——. An alternative form of indenture of apprenticeship for the sea fishing service for Grimsby is provided by Order of October 19, 1908 (St. R. & O. 1908, p. 640).

449. Appropriation of Payments.—The rule in *Clayton's Case*, 1816, 1 Mer. 572, 608, is a rule of evidence and not of law. If a customer who has given his banker security for his current account pays sums into that account without any directions as to appropriation, the banker may appropriate them as he likes. The entries in the customer's pass-book are *primâ facie* evidence against the banker that he has appropriated the moneys as shown therein. If the banker communicates the account in the pass-book to the customer, the result is that, if there is no evidence to the contrary, the payments are *de facto* appropriated in accordance with the rule in *Clayton's Case* (*Deeley* v. *Lloyds' Bank,* [1910] 1 Ch. 648; 79 L. J. Ch. 561). See this case in the House of Lords ([1912] A. C. 756), where it was held that in the circumstances of the case the rule in *Clayton's Case* applied.

454. Arbitration.—For the effect of a cesser clause in a bill of lading on an arbitration clause in a charter-party, see Bills of Lading, Vol. II. p. 233.

456. ——. "A matter in dispute" arises at the time when and the place where the acts complained of are done, and not when and where objection is taken to those acts (*The Dawlish*, [1910] P. 339; 79 L. J. P. 111).

456. ——. A claim for rectification of a lease is not included in a reference to arbitration of "any dispute, difference, or question which may arise touching the construction, meaning, or effect of these presents, or any clause or thing herein contained or the rights or liabilities of the said parties respectively, or any of them under these presents or otherwise howsoever in relation to these presents." In such a case the Court refused to stay the action (*Printing Machinery Co.* v. *Linotype and Machinery Ltd.*, [1912] 1 Ch. 566; 81 L. J. Ch. 422).

456. ——. An action will not be stayed when the cross-examination of the arbitrator is essential to the case of one of the parties, *e.g.*, when the engineer to a local authority is appointed arbitrator under a contract for work to be done for the local authority (*Freeman* v. *Chester Rural Council*, [1911] 1 K. B. 783; 80 L. J. K. B. 695). The fact that one judge of the Court of Appeal is not "satisfied that there is no sufficient reason why the matter should not be referred," is a sufficient ground for another judge of the Court of Appeal concurring with him (*ibid.*).

456. ——. Where an action is started on a contract which contains an arbitration clause, and the defendant has not applied under sec. 4 of the Arbitration Act, 1889, to have the action stayed, an award by the arbitrator pending the action is invalid (*Doleman* v. *Ossett Corporation,* [1912] 3 K. B. 257; 81 L. J. K. B. 1092).

456. ——. The giving notice of intention to defend a County Court action by filling up the slip attached to a default summons is merely the equivalent of entering an appearance in the High Court, and is not a step in the proceedings within sec. 4 of the Arbitration Act, 1889. A defendant may therefore apply for a stay of the proceedings under the above section after having given such a notice to defend (*Austin* v. *Bowley*, 1913, 108 L. T. 921).

456. ——. Where a clause in a bill of lading provided that all disputes concerning the interpretation of the bill of lading should be decided in Hamburg according to German law without specifying the tribunal, the Court held that the clause should be treated as a submission to arbitration and stayed the action (*The Cap Blanco*, [1913] P. 130). The case was compromised on appeal.

457. ——. In *Bristol Corporation* v. *Aird*, [1913] A. C. 241; 82 L. J. K. B. 684, the House of Lords held that where a contract for the construction of large works contained a clause referring all disputes to the engineer of the appellants, and in the events which had happened the engineer, through no fault of his own, would necessarily be in the position of both judge and witness, the Court should, in the exercise of its jurisdiction, refuse to order the action to be stayed. The case contains some valuable observations by Lord Parker as to the practice of the Court of Chancery of staying an action as to some matters and allowing it to proceed as to others, although all are within the reference.

Where a contract involves difficult questions of law, which cannot be decided until the facts have been found, the Court will not as a rule stay the action, which may, however, be allowed to proceed as regards matters outside the scope of the arbitration clause (*Rowe* v. *Crossley*, 1913, 108 L. T. 11).

458. ——. Where a submission referred a dispute to two unnamed arbitrators who should have certain qualifications, and it was subsequently ascertained by one party that neither of the arbitrators held the necessary qualifications, the award was held to be invalid (*Jungheim* v. *Fonkelmann*, [1909] 2 K. B. 948; 78 L. J. K. B. 1132).

458. ——. *Crampton* v. *Ridley*, 20 Q. B. D. 48, was followed in *Brown* v. *Llandovery Terra Cotta Co.*, 1909, 25 T. L. R. 625. In this case, in an arbitration under the Act of 1889, the plaintiff and another person were appointed arbitrators. On their failing to agree, the umpire decided the matter, and he directed the defendants to pay the plaintiff's charges, although he had not been appointed by the defendants. It was held that the defendants were liable to pay the plaintiff his charges on an implied promise by the parties jointly to pay the arbitrators and umpire.

459. ——. As to the principles on which the Taxing Master should act in fixing the remuneration of a professional arbitrator under sec. 15 (3) of the Arbitration Act, 1889, see *Mason* v. *Lovatt*, 1907, 23 T. L. R. 486.

459. ——. In the Scotch case of *Macintyre* v. *Smith*, [1913] S. C. 129, it was held that where a professional man undertakes the duty of an arbitration without any stipulation as to remuneration, it cannot be presumed that he is acting gratuitously, and that he is entitled to remuneration.

459. ——. The words "any dispute on this contract" or "arising on this contract" do not entitle an arbitrator to decide questions as to the existence of a custom (*In re North-Western Rubber Co. and Hutten-*

bach, [1908] 2 K. B. 907 ; 78 L. J. K. B. 51, following *Hutcheson* v. *Eaton*, 1884, 13 Q. B. D. 861).

460. ——. In an application under sec. 5 of the Arbitration Act, 1889, the arbitrators are proper parties to be brought before the Court, and it is not necessary that the parties to the arbitration be so brought (*Taylor* v. *Denny*, [1912] A. C. 666 ; 82 L. J. K. B. 203).

460. ——. As to observance of rules of evidence, see *In re Enoch and Zaretzky*, [1910] 1 K. B. 327 ; 79 L. J. K. B. 363.

460. ——. An arbitrator has a discretion to allow amendments to points of claim or defence. As a general rule every amendment should be allowed which does not do injustice to the parties (*In re Crighton and Law, Car, and General Insurance Corporation*, [1910] 2 K. B. 738 ; 80 L. J. K. B. 49).

460. ——. An arbitrator has no power to call and examine a witness if either party object (*In re Enoch and Zaretzky, supra*).

462. ——. Where an arbitrator omitted, owing to a misapprehension, to award costs, the award was remitted to him for his reconsideration (*In re Baxters and Midland Rly.*, 1906, 95 L. T. 20).

463. ——. As to misconduct on the part of arbitrator, see *In re Enoch and Zaretzky, supra.*

463. ——. If an award is regular on the face of it, the Court will presume, unless the contrary be proved, that everything has been rightly and duly performed (*Bland* v. *Russian Bank for Foreign Trade*, 1906, 11 Com. Cas. 71).

463. ——. Where the parties submit a specific question of law to an arbitrator, his award cannot be set aside on the ground that the award is wrong in point of law (*In re King and Duveen*, [1913] 2 K. B. 32 ; 82 L. J. K. B. 733).

463. ——. Although there is no appeal against the opinion expressed by the King's Bench Division on a special case submitted for the opinion of the Court by an arbitrator, still, if the decision is incorporated in an award, an appeal may be brought against the refusal of the King's Bench Division to set aside the award (*British Westinghouse Electric & Manufacturing Co.* v. *Underground Electric Railways*, [1912] A. C. 673 ; 81 L. J. K. B. 1132).

464. ——. An application for a bankruptcy notice is not a method of enforcing an award under sec. 12 of the Arbitration Act, 1889 (*In re A Bankruptcy Notice*, [1907] 1 K. B. 478 ; 76 L. J. K. B. 171).

468. ——. *Delete* clause 12 of Form II.

491. Arbitration in International Law.—Line 1, *for* "1889," *read* "1899."

503. Architect.—Where an architect has allowed himself to be unduly influenced in favour of the building owner and has delayed issuing his certificate in the interests of the owner, the owner cannot rely on the issue of the certificate as a condition precedent to an action by the builder (*Hickman* v. *Roberts*, [1913] A. C. 229 ; 82 L. J. K. B. 678).

512. Arraignment.—If a police officer makes a statement after the conviction of a prisoner as to his antecedents, the judge is entitled to take that statement into consideration in passing sentence, if the prisoner does not challenge it. If the prisoner does challenge the statement, the judge may either have the statement proved by legal evidence, if he considers the matter of sufficient importance, or disregard the statement, or that part of it which the prisoner has challenged (*R.* v. *Campbell*, 1911, 75 J. P. 216).

515. Arrest of Ship.—By sec. 1 of the Merchant Shipping Act, 1911, 1 & 2 Geo. v. c. 41, a judge of any court of record in England or Ireland may, on the application of a person who makes out a *prima facie* case that a sum is due to him from the owners of a ship in connection with the stowage or discharge of cargo, or the trimming of coal, and that the ship is at a place in England or Ireland, or within three miles of the coast, and that none of the owners reside in the United Kingdom, issue an order for the arrest of the ship.

The order is directed to an officer of customs and excise, or to some other officer named therein, and requires him to detain the ship until satisfaction has been made by the owners, agent, master, or consignee in respect of the claim, or until security approved by the judge has been given to abide the event of any action, suit, or other legal proceeding that may be instituted in respect of the claim, and to pay all costs and damages that may be awarded (subs. (2)).

In the proceedings in relation to such a claim, the person giving security is to be made defendant, and must be stated to be the owner of the ship in question; and the production of the order of the judge made in relation to the security is conclusive evidence of the liability of the defendant to the proceedings (subs. (3)).

If complaint is made to the Board of Trade that a ship will have departed from the limits of England or Ireland, or three miles from the coast, before an application can be made under the section, the Board may direct her to be detained until an application can be made, and the result communicated to the officer detaining the ship. The officer is not to be liable for any costs or damages for the detention, if made in accordance with the orders of the Board (subs. (4)).

Section 692 of the Merchant Shipping Act, 1894, applies to the detention of a ship under the Act (subs. (5)).

If the owner of the ship is a corporation, the owner is deemed to reside in the United Kingdom, if it has an office in the United Kingdom at which service of writs can be effected (subs. (6)).

Where a ship is in the hands of charterers, the Act applies to claims against the charterers in the same way as it applies to claims against the owners; but a ship cannot be detained on a claim against the charterers after the expiration of the term for which the ship was demised (sec. 2).

Persons having a claim to which the Act applies are given an alternative remedy by proceedings in Admiralty, and all courts having Admiralty jurisdiction are given the same jurisdiction for the purpose of enforcing the claim as if it were a claim for necessaries (sec. 3).

The Act does not take away any remedies which exist apart from the Act (sec. 4).

516. ——. Where a vessel loaded goods at Hamburg which were consigned to South America, and called at Southampton on the voyage out, it was held that they had been "carried into" a port in England within the meaning of sec. 6 of the Admiralty Court Act, 1861 (*The Cap Blanco*, [1913] P. 130). The case was compromised on appeal.

517. ——. *For* "The Mail Ships Act and Rules, 1891 and 1892," *read* "The Mail Ships Acts, 1891 and 1902, and the Mail Ships Rules, 1908."

526. Artisans.—The provisions of the Housing of the Working Classes Acts have been considerably altered by the Housing, Town Planning, etc., Act, 1909, 9 Edw. VII. c. 44 (*q.v.*).

528. ——. Section 75 of the Housing of the Working Classes Act, 1890, is not repealed, but secs. 14 and 15 of the Housing, Town Planning, etc., Act, 1909, 9 Edw. VII. c. 44, provide that in any contract made after December 3, 1909, for letting a house or part of a house for habitation at a rent not exceeding, in London, £40, in a borough or urban district with a population, according to the last census, of over 50,000, £26, and elsewhere, £16, there is an implied condition that the house is at the commencement of holding in all respects reasonably fit for human habitation. The condition is not to be implied if the premises are let for not less than three years on the terms that the lessee puts them into a reasonably fit condition for occupation, and if the lease is not sooner determinable by either party. A further undertaking is implied that the landlord shall keep the house so fit during the term. Such an implied undertaking can only be enforced by the lessor, and not by a member of his family, or any other stranger to the contracts of letting (*Ryall* v. *Kidwell*, [1913] 3 K. B. 123; 82 L. J. K. B. 877; *Middleton* v. *Hall*, 1913, 108 L. T. 804). The landlord or local authority may enter on giving twenty-four hours' notice in writing in order to view its condition, and the local authority has power to require the landlord to put it in repair. The landlord has the option of repairing or giving notice that he intends to close the house for human habitation. If he does neither the local authority may repair it at his expense. The landlord has an appeal to the Local Government Board. The provisions of the section are in addition to any other remedies of the tenant, whether at common law or otherwise. For forms and rules as to appeals, see two Orders of January 11, 1910 (St. R. & O. 1910, Nos. 2 and 3).

530. Assault.—On an indictment containing the words "Then and there being, unlawfully, riotously, and routously did make and assault," the prisoners may be convicted of assault (*R.* v. *O'Brien*, 1911, 104 L. J. 113).

530. ——. No assault is committed by a process server thrusting an order of the Court into the fold of a person's coat, provided he does not touch him further than is necessary to bring the document home to him (*Rose* v. *Kempthorne*, 1910, 103 L. J. 730).

530. ——. An information may be laid under sec. 42 of the Offences Against the Person Act, 1861, 24 & 25 Vict. c. 100, by a third person who has not been authorised by the party aggrieved, if that party is unable, through age or infirmity, to take proceedings (*Pickering* v. *Willoughby*, [1907] 2 K. B. 296; 76 L. J. K. B. 709).

540. Assessments.—A tenant covenanted with his landlord to pay a proportionate share of repairing and maintaining a road on which the property abutted until taken over by the local authority. After three years the landlord, under agreement with the local authority, executed extensive works with a view to their taking over the road. The Court of Appeal held that as these works were mainly in the nature of reconstruction the tenant was not bound to contribute to their cost (*Scott* v. *Brown*, 1904, 69 J. P. 89; 4 L. G. R. 103).

541. ——. *Greaves* v. *Whitmarsh*, [1906] W. N. 132, is now reported in [1906] 2 K. B. 340; 75 L. J. K. B. 633.

544. ——. In *Howe* v. *Botwood*, [1913] 2 K. B. 387; 82 L. J. K. B. 569, a tenant covenanted to "pay and discharge all rates, taxes, assessments, charges, and outgoings whatsoever." The landlord covenanted to "keep the exterior of the said dwelling-house and buildings in repair." The local authority called upon the landlord to put a defective outside drain in repair. In order to satisfy the requirements of the local authority certain works of reconstruction or improvement were necessary, and the landlord sought to make the tenant liable for these, as distinct from the repairs. The tenant was held not to be liable for these on the ground that the landlord could not perform his covenant to keep the exterior in repair without executing them.

546. ——. *Stuckey* v. *Hooke* is now reported in [1906] 2 K. B. 20; 75 L. J. K. B. 504.

547. ——. A covenant by a lessor to pay "all rates and taxes payable in respect of the demised premises" includes, in the case of a sublease of a large block of business premises situated in a town, a water rate. The decision is limited by the particular facts of the case and by the nature and position of the premises (*Bourne & Tant* v. *Salmon & Gluckstein*, [1907] 1 Ch. 616; 76 L. J. Ch. 374).

547. ——. The cases of *Watson* v. *Home*, 7 B. & C. 285, and *Smith* v. *Humble*, 15 C. B. 321, were followed in *Mansfield* v. *Relf*, [1908] 1 K. B. 71; 77 L. J. K. B. 145. All these three cases were considered and distinguished in *Salaman* v. *Holford*, [1909] 2 Ch. 602; 79 L. J. Ch. 41, where it was held that the liability of a lessor, who had covenanted to pay all rates and taxes "now payable or hereafter to become payable," extended to an increased assessment due to the lessee subletting at a profit with the lessor's consent.

550. Assets.—See also Executors and Administrators, Vol. V. p. 568.

551. ——. The Administration of Estates Act, 1833, 3 & 4 Will. iv. c. 104, does not create a charge on the estate, and therefore a creditor cannot attach the rents and profits without obtaining judgment (*In re Moon; Holmes* v. *Holmes*, [1907] 2 Ch. 304; 76 L. J. Ch. 535).

551. ——. A creditor in whose favour an order for payment has been made during a lunatic's lifetime has no priority over other creditors (*In re Hunt; Silicate Paint Co.* v. *Hunt*, [1906] 2 Ch. 295; 75 L. J. Ch. 801).

564. Assignment of Choses in Action.—An assignment of "plant, stock-in-trade, book, and other debts, securities, moneys, credits, effects, contracts and engagements" was held to pass a claim for unliquidated damages for breach of contract (*Ogdens* v. *Weinberg*, 1906, 95 L. T. 567; 22 T. L. R. 729).

565. ——. The fruits of an action for a tort may be assigned (*Glegg* v. *Bromley*, [1912] 3 K. B. 474; 81 L. J. K. B. 1081).

565. ——. Voluntary waste is a tort and therefore an assignment of the right to recover damages, for such waste is void both at law and in equity (*Defries* v. *Milne*, [1913] 1 Ch. 98; 82 L. J. Ch. 1).

565. ——. *In re Hoffe's Estate Act*, 1855, 82 L. T. 556, was applied in *In re Bridgwater's Settlement*, [1910] 2 Ch. 342; 79 L. J. Ch. 746, where it was held that if an assignor with a defective title, the defect being apparent on the face of the assignment, subsequently acquires an interest in the property assigned, that interest is available in equity to make the assignment effectual.

565. ——. The question whether a part of a debt or legal chose in action can be assigned has received considerable judicial attention but is not yet definitely settled. In *Skipper & Tucker* v. *Holloway*, [1910] 2 K. B. 630; 79 L. J. K. B. 91, Darling, J., held that the assignee of part of a debt could sue in his own name, and that such an assignment was valid under sec. 25 (6) of the Judicature Act, 1873, 36 & 37 Vict. c. 66. In that case the assignment was for so much of a debt of £125 due from the defendants, not exceeding £30, as should cover the costs due to the plaintiffs, the assignees, who were solicitors. This decision was reversed by the Court of Appeal on the ground that the supposed debt had never come into existence, and that the question of assignment could not arise ([1910] 2 K. B. 635 (n.); 79 L. J. K. B. 496). In the interval between these two decisions, Bray, J., held that the assignee of part of a judgment debt could not obtain leave under Order XLII. r. 23, for leave to issue execution on the ground that there could not be a valid assignment of a definite part of an existing debt or legal chose in action. The Court of Appeal upheld this decision, but on the ground that the judgment creditor, having no power to divide his debt and issue more than one execution thereon, could not give to the assignee a right which he did not possess himself (*Forster* v. *Baker*, [1910] 2 K. B. 636; 79 L. J. K. B. 664).

In the Irish case of *Conlan* v. *Carlow County Council*, [1912] 2 Ir. R. 535, it was held that an assignment of part of a debt was not within sec. 28 (6) of the Judicature (Ireland) Act, 1877 (the corresponding Irish Act), but that the assignee might maintain a Common Law action in respect of such part, if all persons interested in the debt, or in resisting it, were parties to the action.

567. ——. As to attachability of pensions, see EXECUTION, Vol. V. p. 509, and herein.

568. ——. In *Denney* v. *Conklin*, [1913] 3 K. B. 177; 82 L. J. K. B. 953, the defendant owed one Derham a certain sum for money lent. In December 1907, Derham entered into a deed of arrangement whereby he absolutely assigned all his property to trustees for the benefit of his creditors. In April 1908, the solicitors to the trustees of the deed wrote as follows to the defendant: "The trustees of the deed of arrangement dated December 5, 1907, and executed by Mr. Walter Derham, have instructed us to apply to you for an account showing all dealings between yourself and Mr. Walter Derham. The reason for this application is that there appears from Mr. Derham's books to be a considerable debt due from you to him for money advanced." This notice was held to be a sufficient notice of an absolute assignment within sec. 25 (6) of the Judicature Act, 1875, to entitle the trustees to sue for the debt.

570. ——. In *Stoddart* v. *Union Trust Ltd.*, [1912] 1 K. B. 181; 80 L. J. K. B. 140, it was held that where the plaintiff was suing as the assignee of the unpaid balance due under a contract for the sale of a newspaper, which sale had been induced by the misrepresentations of the vendor, the defendant was not entitled to rely on the damage he had suffered by reason of the misrepresentations as a defence to the plaintiff's claim.

571. ——. The rule that in an action by the assignee of a chose in action the defendant may set off a claim for damages against the assignor which arises out of the same transaction, does not apply to an action to recover arrears of rent brought by the mortgagee under a mortgage of a reversion (*Reeves* v. *Pope*, [1913] 1 K. B. 637; 82 L. J. K. B. 444).

571. ——. The rule in *Doering* v. *Doering*, 1889, 42 Ch. D. 203; 58 L. J. Ch. 553, does not apply if the trustee's interest is in a different fund from that in which the parties as against whom he is in default are interested, though under the same instrument. The assignees of a specific legacy are therefore entitled to retain it, although the trustee to whom it had been bequeathed has misappropriated part of the residuary estate (*In re Towndrow; Gratton* v. *Machen*, [1911] 1 Ch. 662; 80 L. J. Ch. 378).

579. Assurance Companies.—The Assurance Companies Act, 1909, 9 Edw. VII. c. 49, repeals the Life Assurance Companies Acts, 1870, 1871, and 1872, sec. 7 of the Trades Union Act Amendment Act, 1876, and the Employers' Liability Insurance Companies Act, 1907. These enactments are re-enacted with amendments and are extended, as regards some of their provisions, to fire, accident, employers' liability, and bond investment companies. It has, therefore, been thought advisable to set out the provisions of the Act under the above heading.

Companies to which Act Applies.—The Act applies to all persons or bodies of persons, whether corporate or unincorporate, not being registered under the Acts relating to friendly societies or to trade unions (hereinafter referred to as assurance companies), whether established before or after the commencement of the Act and whether established within or without the United Kingdom, who carry on within the United Kingdom assurance business of all or any of the following classes:—

(*a*) Life assurance business; that is to say, the issue of, or the undertaking of liability under, policies of assurance upon human life, or the granting of annuities upon human life;

(*b*) Fire insurance business; that is to say, the issue of, or the undertaking of liability under, policies of insurance against loss by or incidental to fire;

(*c*) Accident insurance business; that is to say, the issue of, or the undertaking of liability under, policies of insurance upon the happening of personal accidents, whether fatal or not, disease, or sickness, or any class of personal accidents, disease, or sickness;

(*d*) Employers' liability insurance business; that is to say, the issue of, or the undertaking of liability under, policies insuring employers against liability to pay compensation or damages to workmen in their employment;

(*e*) Bond investment business; that is to say, the business of issuing bonds or endowment certificates by which the company, in return for subscriptions payable at periodical intervals of two months or less, contract to pay the bondholder a sum at a future date, and not being life assurance business as hereinbefore defined;

subject to the special provisions set out in secs. 30–34 (*infra*) as respects each class of business.

A company registered under the Companies Acts which transacts assurance business of any such class as aforesaid in any part of the world is deemed to be a company transacting such business within the United Kingdom (s. 1). By sec. 35 the Board of Trade has power to exempt unregistered trade unions, established before 1890, and unregistered friendly societies.

A company which issues policies by which in return for weekly premiums the company undertakes to pay certain lump sums on a given date or dates, and by which, in the event of the death of the person paying the premiums, the company undertakes to refund the premiums paid, or a part of them, is carrying on life assurance business within the meaning of sec. 1, and the policies are illegal, if the company has not paid the necessary deposit under sec. 2. It was further held that the policies were *ultra vires*, in as much as the articles prohibited the undertaking of life assurance business (*Joseph* v. *Law Integrity Insurance Co. Ltd.*, [1912] 2 Ch. 581; 82 L. J. Ch. 187).

Deposit.—Every assurance company must deposit and keep deposited with the Paymaster-General for and on behalf of the Supreme Court the sum of £20,000. The sum so deposited is invested by the Paymaster-General in such of the securities usually accepted by the Court for the investment of funds placed under its administration as the company may select, and the interest accruing due on any such securities is to be paid to the company. The deposit may be made by the subscribers of the memorandum of association of the company, or any of them, in the name of the proposed company, and, upon the incorporation of the company, is deemed to have been made by, and to be part of the assets of, the company, and the registrar is not to issue a certificate of incorporation of the company until the deposit has been made.

A company which carries on, or intends to carry on, assurance business of more than one class, must deposit and keep deposited a separate sum of £20,000 in respect of each class of business, and the deposit made in respect of any class of business in respect of which a separate assurance fund is required to be kept is deemed to form part of that fund, and all interest accruing due on any such deposit must be carried by the company to that fund. The Paymaster-General will only accept a deposit on a warrant of the Board of Trade. The Board of Trade may make rules with respect to applications for warrants, the payment of deposits, and the investment thereof or dealing therewith, the deposit of stocks or other securities in lieu of money, the payment of the interest or dividends from time to time accruing due on any securities in which deposits are for the time being invested, and the withdrawal and transfer of deposits.

As regards assurance companies registered, or having their head office in Ireland, the Supreme Court of Judicature in Ireland is substituted for the Supreme Court and the Accountant-General for the Paymaster-General (s. 2).

Separation of Funds.—Assurance companies transacting other business besides that of assurance, or transacting more than one class of assurance business, must keep a separate account of all receipts in respect of the assurance business or of each class of assurance business, and the receipts in respect of the assurance business, or of each class of business, must be carried to and from a separate assurance fund with an appropriate name; but the investments of any such fund need not be kept separate from the investments of any other fund. A fund of any particular class is to be as absolutely the security of the policy-holders of that class as though it belonged to a company carrying on no other business than assurance business of that class, and is not liable for any contracts of the company for which it would not have been liable had the business of the company been only that of assurance of that class, and must not be applied, directly or indirectly, for any purposes other than those of the class of business to which the fund is applicable (s. 3).

Accounts and Balance-Sheets, etc.—Every assurance company shall, at the expiration of each financial year of the company, prepare—(*a*) A revenue account for the year in the form or forms set forth in the First Schedule to the Act; (*b*) a profit and loss account in the form set forth in the Second Schedule to the Act, except where the company carries on assurance business of one class only and no other business; (*c*) a balance-sheet in the form set forth in the Third Schedule to the Act (s. 4).

Every assurance company must, once in every five years, or at such shorter intervals as may be prescribed by the instrument constituting the company, or by its regulations or by-laws, cause an investigation to be made into its financial condition, including a valuation of its liabilities, by an actuary, and must prepare an abstract of his report in the form or forms set forth in the Fourth Schedule to the Act. These foregoing provisions also apply whenever at any other time an investigation into the financial condition of an assurance company is made with a view to the distribution of profits, or the results of which are made public (s. 5).

Every assurance company must prepare a statement of its assurance business at the date to which the accounts of the company are made up for the purposes of any such investigation in the forms set forth in the Fifth Schedule to the Act, but if the investigation is made annually, the company may prepare such a statement at any time, provided it be made at least once in every five years (s. 6).

Section 7 provides for copies of the above-mentioned accounts, balance-sheets, abstracts, and statements being supplied to the Board of Trade. A company registered under the Companies Acts may send a duplicate of such accounts, etc., to the registrar in lieu of the statement required by sec. 26 (3) of the Companies (Consolidation) Act, 1908. Shareholders and policy-holders are entitled to copies of all the above documents (s. 8). Companies not subject to the audit prescribed by the Companies (Consolidation) Act, 1908, or the Companies Consolidation Act, 1845, must audit their accounts as prescribed by the Board of Trade (s. 9). Companies not registered under the Companies Acts must keep a "shareholders' address book" in accordance with sec. 10 of the Companies Clauses Consolidation Act, 1845, to copies of which shareholders are entitled on payment of not more than sixpence for every 100 words (s. 10). They must also print and supply to shareholders and policy-holders copies of their deeds of settlement on payment of not more than 1s. (s. 11). All notices, advertisements, and official publications of assurance companies which state the authorised capital must also state the subscribed and paid-up capital (s. 12).

Amalgamation or Transfer.—Where it is intended to amalgamate two or more assurance companies, or to transfer the assurance business of any class from one assurance company to another company, the directors of any one or more of such companies may apply to the Court, by petition, to sanction the proposed arrangement. The Court, after hearing the directors and other persons whom it considers entitled to be heard, may sanction the arrangement if it is satisfied that no sufficient objection to the arrangement has been established.

Before any such application is made to the Court (*a*) notice of the intention to make the application must be published in the *Gazette*, and (*b*) a statement of the nature of the amalgamation or transfer, together with an abstract containing the material facts embodied in the agreement or deed under which the amalgamation or transfer is proposed to be effected, and copies of the actuarial or other reports upon which the agreement or deed is founded, including a report by an independent actuary, must, unless the Court otherwise directs, be transmitted to each policy-holder of each company in manner provided by sec. 136 of the Companies Clauses Consolidation Act, 1845, for the transmission to shareholders of notices not requiring to be served personally. It is not necessary to transmit such statement and other documents to policy-holders other than life, endowment, sinking fund, or bond investment policy-holders, nor in the case of a transfer to such policy-holders if the business transferred is not life assurance business or bond investment business, and (*c*) the agreement or deed under which the amalgamation or transfer is effected must be open for the inspection of the policy-holders and shareholders at the offices of the companies for a period of fifteen days after the publication of the notice in the *Gazette*.

No assurance company can amalgamate with another, or transfer its business to another, except in accordance with the above provisions (s. 13).

Where an amalgamation takes place between any assurance companies, or where any assurance business of one such company is transferred to another company, the combined company or the purchasing company must, within ten days from the date of the completion of the amalgamation or transfer, deposit with the Board of Trade certified copies of statements of the assets and liabilities of the companies concerned in such amalgamation or transfer, together with a statement of the nature and terms of the amalgamation or transfer, a certified copy of the agreement or deed under which the amalgamation or transfer is effected, certified copies of the actuarial or other reports upon which that agreement or deed is founded, and a declaration under the hand of the chairman of each company, and the principal officer of each company, that to the best of their belief every payment made or to be made to any person whatsoever on account of the amalgamation or transfer is therein fully set forth, and that no other payments beyond those set forth have been made or are to be made either in money, policies, bonds, valuable securities, or other property by or with the knowledge of any parties to the amalgamation or transfer (s. 14).

Winding-up.—The Court may order the winding-up of an assurance company, in accordance with the Companies (Consolidation) Act, 1908. The company may be ordered to be wound up on the petition of ten or more policy-holders owning policies of an aggregate value of not less than £10,000. A petition can only be presented by the leave of the Court, and leave is not granted until a *primâ facie* case has been established and until security for costs has been given (s. 15). Section 16 deals with the winding-up of subsidiary companies. In order that one company may become a subsidiary company to another within the meaning of sec. 16, it must transfer its business, or some part of it, to the principal company. Neither a treaty of re-assurance, nor the guaranteeing of the policies, nor the purchase of the bulk of the shares, amounts to such a transfer (*In re Lancashire Plate-Glass Fire and Burglary Insurance Co.*, [1912] 1 Ch. 35 ; 81 L. J. Ch. 199). Sec. 17 and Schedules 6 and 7 deal with the valuation of annuities and policies in a winding-up.

When an insurance company is in liquidation the holder of an employer's liability policy may prove (1) for ascertained amounts due under the policy at the date of the winding-up order ; (2) for weekly payments which have emerged before the date of the winding-up order, to be valued in accordance with Schedule VI. (D) ; (3) for the value of the policy as a contract of indemnity in respect of the risk of fresh liabilities emerging after the date of the winding-up order on the basis of a partial return of the premium. He cannot prove in respect of liabilities which have emerged between the date of the winding-up order and the date of proving (*In re Law Car and General Insurance Corporation* [1913] 2 Ch. 103 ; 82 L. J. Ch. 467).

By sec. 18 the Court, in the case of an assurance company which has been proved to be unable to pay its debts, may, if it thinks fit, reduce the amount of the contracts of the company upon such terms and subject to such conditions as the Court thinks just, in place of making a winding-up order.

Section 274 of the Companies (Consolidation) Act, 1908 (which contains provisions as to companies incorporated outside the United Kingdom), is applied to every assurance company constituted outside the United Kingdom which carries on assurance business within the United Kingdom, whether incorporated or not (s. 19).

Custody and Evidence of Documents.—Section 20 deals with the custody, inspection and copies of documents deposited with the Board of Trade, and by sec. 21 every document deposited with the Board of Trade, and certified by the registrar or by any person appointed in that behalf by the President of the Board of Trade, to be a document so deposited shall be deemed to be a document so deposited. Every document purporting to be certified by the registrar, or by any person appointed in that behalf by the President of the Board of Trade, to be a copy of a document so deposited shall be deemed to be a copy of that document, and shall be received in evidence as if it were the original document, unless some variation between it and the original document be proved.

Penalties.—Any assurance company which makes default in complying with any of the requirements of the Act is liable to a penalty not exceeding £100, or, in the case of a continuing default, to a penalty not exceeding £50 for every day during which the default continues, and every director, manager, or secretary, or other officer or agent of the company who is knowingly a party to the default, is liable to a like penalty ;

and, if default continue for a period of three months after notice of default by the Board of Trade (which notice is to be published in one or more newspapers as the Board of Trade may, upon the application of one or more policy-holders or shareholders, direct), the default is a ground on which the Court may order the winding-up of the company, in accordance with the Companies (Consolidation) Act, 1908 (s. 23).

If any account, balance-sheet, abstract, statement, or other document required by this Act is false in any particular to the knowledge of any person who signs it, that person is guilty of a misdemeanour, and is liable on conviction on indictment to fine and imprisonment, or on summary conviction to a fine not exceeding £50 (s. 24).

Every penalty imposed by the Act is recovered and applied in the same manner as penalties imposed by the Companies (Consolidation) Act, 1908, are recoverable and applicable (s. 25).

The Act is not to affect the National Debt Commissioners or the Postmaster-General, acting under the authorities vested in them respectively by the Government Annuities Acts, 1829 to 1888, and the Post Office Savings Bank Acts, 1861 to 1908. Nor does it apply to a member of Lloyd's, or of any other association of underwriters approved by the Board of Trade, who carries on assurance business of any class, provided that he complies with the requirements in the Eighth Schedule to the Act (see *infra*). Save as otherwise expressly provided by the Act, nothing in it applies to assurance business of any class other than one of the classes specified in sec. 1, and a policy is not to be deemed to be a policy of fire insurance by reason only that loss by fire is one of the various risks covered by the policy.

Application to Special Classes of Business. Life Assurance.—Where a company carries on life assurance business, the following modifications apply with respect to that business :—(*a*) " Policy on human life " means any instrument by which the payment of money is assured on death (except death by accident only) or the happening of any contingency dependent on human life, or any instrument evidencing a contract which is subject to payment of premiums for a term dependent on human life ; (*b*) where the company grants annuities upon human life, " policy " includes the instrument evidencing the contract to pay such an annuity, and " policy-holder " includes annuitant ; (*c*) the obligation to deposit and keep deposited the sum of £20,000 applies notwithstanding that the company has previously made and withdrawn its deposit, or been exempted from making any deposit under any repealed enactment ; (*d*) where the company intends to amalgamate with or to transfer its life assurance business to another assurance company, the Court will not sanction the amalgamation or transfer in any case in which it appears to the Court that the life policy-holders representing one-tenth or more of the total amount assured in the company dissent from the amalgamation or transfer ; (*e*) nothing in the Act providing that the life assurance fund shall not be liable for any contracts for which it would not have been liable had the business of the company been only that of life assurance is to affect the liability of that fund, in the case of a company established before August 9, 1870, for contracts entered into by the company before that date ; (*f*) in the case of a company carrying on life assurance business and established before August 9, 1870, by the terms of whose deed of settlement the whole of the profits of all the business are paid exclusively to the life policy-holders, and on the face of whose life policies the liability of the life assurance fund in respect of the other business distinctly appears, the provisions of the Act requiring the separation of funds, and exempting the life assurance fund from liability for contracts to which it would not have been liable had the business of the company been only that of life assurance, do not apply; (*g*) any business carried on by an assurance company which under the provisions of any special Act relating to that company is to be treated as life assurance business is still to be so treated, and is not to be deemed to be other business or a separate class of assurance business within the meaning of the Act; (*h*) in the case of a mutual company whose profits are allocated to members wholly or mainly by annual abatements of premium, the abstract of the report of the actuary on the financial condition of the company, prepared in accordance with the Fourth Schedule, may, notwithstanding anything in sec. 5, be made and returned at intervals not exceeding five years, provided that, where such return is not made annually, it shall include particulars as to the rates of abatement of premiums applicable to different classes or series of assurances allowed in each year during the period which has elapsed since the previous return under the Fourth Schedule (s. 30).

Fire Insurance.—Where a company carries on fire insurance business, the following modifications apply with respect to that business:—(*a*) The company need not prepare any statement of its fire insurance business in accordance with the Fourth and Fifth Schedules; (*b*) the provisions relating to deposits do not apply with respect to the fire insurance business if the company commenced to carry on that business within the United Kingdom before December 3, 1909; (*c*) the provisions relating to deposits do not apply where the company is an association of owners or occupiers of buildings or other property which satisfies the Board of Trade that it is carrying on, or is about to carry on, business wholly or mainly for the purpose of the mutual insurance of its members against damage by or incidental to fire caused to the houses or other property owned or occupied by them; (*d*) a deposit need not be made in respect of fire insurance business where the company has made a deposit in respect of any other class of assurance business, and, where a company, having made a deposit in respect of fire insurance business, commences to carry on life assurance business, or employers' liability insurance business, the company may transfer the deposit so made to the account of that other business; (*e*) the provisions requiring an assurance company transacting other business besides assurance business, or more than one class of assurance business, to keep separate funds into which all receipts in respect of the assurance business or of each class of assurance business are to be paid do not apply as respects fire insurance business; (*f*) the provisions with respect to the amalgamation of companies do not apply where the only classes of assurance business carried on by both of the companies are fire insurance business, or fire insurance business and accident insurance business, and the provisions with respect to the transfer of assurance business from one company to another do not apply to fire insurance business (s. 31).

Accident Insurance.—Where a company carries on accident insurance business, the following modifications apply with respect to that business:—(*a*) In lieu of the provisions of secs. 5 and 6 the following provisions are substituted:—

> "The company shall annually prepare a statement of its accident insurance business in the form set forth in the Fourth Schedule

> to this Act and applicable to accident insurance business, and the statement shall be printed, signed, and deposited at the Board of Trade in accordance with sec. 7 of this Act" ;

(*b*) the provisions relating to deposits to be made under this Act do not apply with respect to the accident insurance business carried on by the company if the company commenced to carry on that business in the United Kingdom before December 3, 1909 ; (*c*) a deposit need not be made or kept in respect of accident insurance business where the company has made a deposit in respect of any other class of assurance business, and where a company, having made a deposit in respect of accident insurance business, commences to carry on life assurance business or employers' liability insurance business, the company may transfer the deposit so made to the account of that other business ; (*d*) the provision requiring an assurance company transacting other business besides assurance business, or more than one class of assurance business, to keep separate funds into which all receipts in respect of the assurance business or of each class of assurance business are to be paid do not apply as respects accident insurance business ; (*e*) the provisions with respect to the amalgamation of companies do not apply where the only classes of assurance business carried on by both of the companies are accident insurance business, or accident insurance business and fire insurance business, and the provisions with respect to the transfer of assurance business from one company to another do not apply to accident insurance business ; (*f*) the expression "policy" includes any policy under which there is for the time being an existing liability already accrued, or under which a liability may accrue ; (*g*) where a sum is due, or a weekly or other periodical payment is payable, under any policy, the expression "policy-holder" includes the person to whom the sum is due or the weekly or other periodical payment payable (s. 32).

Employers' Liability Insurance.—Where a company carries on employers' liability insurance business, the following modifications apply with respect to that business :—

(*a*) The Act does not apply where the company is an association of employers which satisfies the Board of Trade that it is carrying on, or is about to carry on, business wholly or mainly for the purpose of the mutual insurance of its members against liability to pay compensation or damages to workmen employed by them, either alone or in conjunction, with insurance against any other risk incident to their trade or industry ; (*b*) the Act does not apply where the company carries on the employers' liability insurance business as incidental only to the business of marine insurance by issuing marine policies, or policies in the form of marine policies, covering liability to pay compensation or damages to workmen as well as losses incident to marine adventure or adventure analogous thereto ; (*c*) in lieu of the provisions of secs. 5 and 6, the following provisions are substituted :—

> "The company shall annually prepare a statement of its employers' liability insurance business in the form set forth in the Fourth Schedule to this Act and applicable to employers' liability insurance business, and shall cause an investigation of its estimated liabilities to be made by an actuary so far as may be necessary to enable the provisions of that form to be complied with, and the statement shall be printed, signed, and deposited at the Board of Trade in accordance with sec. 7 of this Act" ;

(*d*) the provisions relating to deposits to be made under this Act shall not apply with respect to the employers' liability insurance business carried on by a company where the company had commenced to carry on that business within the United Kingdom before the twenty-eighth day of August nineteen hundred and seven ; (*e*) as soon as the employers' liability fund set apart and secured for the satisfaction of the claims of policy-holders of that class amounts to £40,000, the Paymaster-General must, if the company has made a deposit in respect of any other class of assurance business, return to the company the money deposited in respect of its employers' liability insurance business, and the company need not thereafter keep any sum deposited in respect of that business, so long as the sum deposited in respect of any other class of assurance business is kept deposited ; (*f*) where money is paid into a County Court under the provisions of the Eighth Schedule (see *infra*), the Court is (unless for special reason it sees fit to direct otherwise) to order the lump sum to be invested or applied in the purchase of an annuity or otherwise, in such manner that the duration of the benefit thereof may, as far as possible, correspond with the probable duration of the incapacity ; (*g*) the expression "policy" includes any policy under which there is for the time being an existing liability already accrued, or under which any liability may accrue ; (*h*) where any sum is due, or a weekly payment is payable, under any policy, the expression "policy-holder" includes the person to whom the sum is due or the weekly payment payable ; (*i*) if the company carries on employers' liability insurance business outside the United Kingdom, that business shall not be treated as part of the employers' liability insurance business carried on by the company for the purposes of the Act (s. 33).

Bond Investment Business.—Where a company carries on bond investment business, the following modifications apply with respect to that business :—

(*a*) The expression "policy" includes any bond, certificate, receipt, or other instrument evidencing the contract with the company, and the expression "policy-holder" means the person who for the time being is the legal holder of such instrument ; (*b*) the provisions relating to deposits do not apply with respect to the bond investment business carried on by the company, if the company has commenced to carry on that business in the United Kingdom before December 3, 1909 ; (*c*) as soon as the bond investment fund set apart and secured for the satisfaction of the claims of the policy-holders of that class amounts to £40,000, the Paymaster-General, if the company has made a deposit in respect of any other class of assurance business, is to return to the company the money deposited in respect of its bond investment business, and the company need not keep any sum deposited in respect of that business, so long as the sum deposited in respect of any other class of business is kept deposited ; (*d*) the first statement of the bond investment business of the company is to be deposited at the Board of Trade on or before the thirtieth day of June nineteen hundred and eleven ; (*e*) the company must not give the holder of any policy issued after the passing of the Act any advantage dependent on lot or chance, but this provision is without prejudice to any question as to the application to any such transaction, whether in respect of a policy issued before or after the passing of this Act, of the law relating to lotteries (s. 34).

Underwriters.—The following requirements must be complied with by underwriters who are members of Lloyd's or any other association approved of by the Board of Trade :—

Life Assurance.—Every underwriter must deposit and keep deposited in such manner as the Board of Trade may direct a sum of £2000. The sum so deposited is, so long as any liability under any policy issued by the underwriter remains unsatisfied, available solely to meet claims under such policies. The underwriter must furnish every year to the Board of Trade a statement in such form as may be prescribed by the Board showing the extent and character of the life assurance business effected by him.

Fire and Accident Insurance Business.—Every underwriter must deposit and keep deposited in such manner as the Board of Trade may direct a sum of £2000 in respect of each class of business. The sum so deposited is, so long as any liability under any policy issued by the underwriter remains unsatisfied, available solely to meet claims under such policies. He must furnish every year to the Board of Trade a statement, in such form as may be prescribed by the Board, showing the extent and character of the fire or accident insurance business effected by him.

An underwriter who carries on fire insurance or accident insurance business may, in lieu of complying with the above requirements, elect to comply with the following conditions :—(*a*) All premiums received by or on behalf of the underwriter in respect of fire and accident insurance or re-insurance business carried on by him, either alone or in conjunction with any other insurance business for which special requirements are not laid down in this schedule, must without any apportionment be placed in a trust fund in accordance with the provisions of a trust-deed approved by the Board of Trade ; (*b*) he must furnish security to the satisfaction of the Board of Trade (or, if the Board so direct, to the satisfaction of the committee of the association) which shall be available solely to meet claims under policies in connection with fire and accident business and any other non-marine business for which special requirements are not laid down. The security may be furnished in the form of either a deposit or a guarantee, or partly in the one form and partly in the other. The amount of the security to be furnished shall never be less than the aggregate of the premiums received or receivable by the underwriter in the last preceding year in connection with such fire and accident and other non-marine business ; (*c*) the accounts of every underwriter must be audited annually by an accountant approved by the committee of the association, who shall furnish a certificate to the committee of the association and to the Board of Trade in a form prescribed by the Board of Trade ; (*d*) for the purpose of these requirements "non-marine insurance business" means the business of issuing policies upon subject-matters of insurance other than the following, namely :—Vessels of any description, including barges and dredgers, cargoes, freights, and other interests which may be legally insured by, in, or in relation to vessels, cargoes, and freights, goods, wares, merchandise, and property of whatever description insured for any transit by land or water, or both, and whether or not including warehouse risks or similar risks in addition or as incidental to such transit.

Employers' Liability Insurance Business.—Every underwriter must deposit and keep deposited in such manner as the Board of Trade may direct a sum of £2000. The sum so deposited is, so long as any liability under any policy issued by the underwriter remains unsatisfied, available solely to meet claims under such policies. Where the person insured by any policy issued by an underwriter is liable to make a weekly payment to any workman during the incapacity of the workman, and the weekly payment has continued for more than six months, the liability therefor must, before the expiration of twelve months from the commencement of the incapacity, be redeemed by the payment of a lump sum in accordance with paragraph (17) of the First Schedule to the Workmen's Compensation Act, 1906, and the underwriter must pay the lump sum into the County Court, and must inform the Court that the redemption has been effected in pursuance of the provisions of the Act. The underwriter must furnish every year to the Board of Trade a statement in such form as may be prescribed by the Board showing the extent and character of the employers' liability business effected by him. For the purposes of this schedule "policy" means a policy insuring any employer against liability to pay compensation or damages to workmen in his employment.

Bond Investment Business.—Every underwriter must deposit and keep deposited in such manner as the Board of Trade may direct a sum of £2000. The sum so deposited is, so long as any liability under any policy issued by the underwriter remains unsatisfied, available solely to meet claims under such policies. The underwriter must furnish every year to the Board of Trade a statement in such form as may be prescribed by the Board showing the extent and character of his bond investment business (Schedule 8).

For Rules, Regulations, and Forms under the Act, see St. R. & O. 1910, No. 566.

For the provisions of the Act referring to Collecting and Industrial Assurance Companies, see INDUSTRIAL ASSURANCE COMPANY herein.

583. Asylums.—The Mental Deficiency Act, 1913, 3 & 4 Geo. v. c. 28, makes further and better provisions for the care of feeble-minded and other mentally deficient persons, and amends the Lunacy Acts.

By section 1 the following classes of persons who are mentally deficient are deemed to be defectives within the meaning of the Act :—(*a*) Idiots—that is to say, persons so deeply defective in mind from birth or from an early age as to be unable to guard themselves against common physical dangers ; (*b*) imbeciles—that is to say, persons in whose case there exists from birth or from an early age mental defectiveness not amounting to idiocy, yet so pronounced that they are incapable of managing themselves or their affairs ; or, in the case of children, of being taught to do so ; (*c*) feeble-minded persons—that is to say, persons in whose case there exists from birth or from an early age mental defectiveness not amounting to imbecility, yet so pronounced that they require care, supervision, and control for their own protection or for the protection of others, or, in the case of children, that they, by reason of such defectiveness, appear to be permanently incapable of receiving instruction in ordinary schools ; (*d*) moral imbeciles—that is to say, persons who from an early age display some permanent mental defect coupled with strong, vicious, or criminal propensities on which punishment has had little or no deterrent effect.

A defective may be sent to or placed in an institution for defectives or placed under guardianship :—(*a*) at the instance of his parent or guardians, if he is an idiot or an imbecile, or at the instance of his parent if, though not an idiot or an imbecile, he is under the age of 21 ; or (*b*) if, in addition to being a defective, he is (i) found neglected, abandoned, or without visible means of support or cruelly treated; or (ii) is found guilty of any criminal offence or is ordered or found liable to be ordered to be sent to a certified industrial school; or (iii) is undergoing imprisonment (not under civil process) or penal servitude, or is undergoing detention in a place of detention by order of a Court, or in a reformatory or industrial school, or in an inebriate reformatory, or is detained in an institution for lunatics or a ciminal lunatic asylum; or (iv) is an habitual drunkard within the meaning of the Inebriates Acts, 1879 to 1900; or (v) is a person in whose case the notice of the Local Education Authority mentioned below has been given; or (vi) is in the receipt of poor relief at the time of giving birth to an illegitimate child or when pregnant of such child (s. 2 (1)). The Local Education Authority is to give notice to the Local Authority in the case of all defective children over the age of 7—(*a*) who by reason of mental deficiency are incapable of receiving benefit in special schools or classes, or who cannot be instructed in a special school or class without detriment to the interests of the other children, or as respects whom the Board of Education certify that owing to special circumstances it is desirable that they should be dealt with under the Act; (*b*) who before, or on attaining, the age of 16 are about to be withdrawn or discharged from a special school or class, and who the Local Education Authority consider would benefit by being sent to an institution or placed under guardianship (s. 2 (2)).

The parent or guardian of a defective who is an idiot or an imbecile, and the parent of a defective who, though not an idiot or an imbecile, is under 21, may place him in an institution or under guardianship. The defective may not be so placed except upon certificates in the prescribed form, signed by two medical practitioners, one of whom must be approved for the purpose by the local authority or the Board. Where the defective is not an idiot or an imbecile, the certificate must also be signed by a judicial authority for the purposes of the Act, after he has made such inquiry as he thinks fit, who must state that the signatories of the certificate are severally satisfied that the person in question is a defective, and the class of defective to which he belongs; the certificate must be accompanied by a statement by the parent or guardian giving certain prescribed particulars with respect to the defective (s. 3 (1)). Within seven days of a defective being placed in an institution for defectives or under guardianship, the managers, or the persons under whose guardianship he has been placed, must send to the Board of Control, referred to in the Act as the Board, notice of his reception and such other particulars as may be prescribed (s. 3 (2)).

A defective who is subject to be dealt with under the Act otherwise than under section 2 (1) (*a*) may be dealt with (*a*) under an order made by a judicial authority on a petition presented under the Act; (*b*) under an order of a court, in the case of a defective found guilty of a criminal offence punishable in the case of an adult with imprisonment or penal servitude, or liable to be sent to an industrial school; or (*c*) under an order of the Secretary of State in the case of a defective detained in a prison, criminal lunatic asylum, reformatory or industrial school, place of detention, or inebriate reformatory. Such an order may only be made in the circumstances and manner specified below (s. 4).

An order of a judicial authority is obtained upon a private application by petition made by a relative or friend of the alleged defective, or by an officer of the local authority authorised on that behalf (s. 5 (1)). The petition must be accompanied by two medical certificates, one of them signed by a medical practitioner approved for the purpose by the local authority or the Board, or a certificate that a medical examination was impracticable, and by a statutory declaration made by the petitioner and by at least one other person who may be one of the persons giving a medical certificate stating—(*a*) that the prisoner in question is a defective and the class to which he is alleged to belong; and (*b*) that he is subject to be dealt with under the Act and the circumstances rendering him so subject; and (*c*) whether or not a petition under the Act or for a reception order under the Lunacy Acts, 1890 to 1911, has already been presented, and if so the date and the result of the proceedings therein; and (*d*) if a medical examination was impracticable, the circumstances rendering it so (s. 5 (2)). If the petition is not presented by a relative or by an officer of the local authority it must state why it is not presented by a relative, and must also state the connection of the petitioner with the person in question and the circumstances under which he presents the petition (s. 5 (3)). If the local authority neglects or refuses to present a petition, the Board may direct an inspector to do so (s. 5 (4)).

When the petition and the necessary documents have been presented, the judicial authority must either visit the person in question or summon him to appear before him (s. 6 (1)). The proceedings may be held in private, and must be if the person in question so desires. In such a case only the petitioner, the person in question, his parents or guardian, and any two officers appointed for the purpose by the person in question, or by his parents or guardian, and the person signing the medical certificates and the statutory declaration are allowed to be present, unless the judicial authority gives leave (s. 6 (2)). If satisfied that the person in question is a defective and subject to be dealt with under the Act, the judicial authority may, if he considers it in the interests of the person, make an order for him to be sent to an institution, the managers of which are willing to receive him, or appoint a suitable person to be his guardian. The order must state the class to which he belongs and the circumstances rendering him subject to be dealt with under the Act. If the petition is not presented by the parent or guardian, the order must not be made without his consent in writing unless it is proved that the consent is unreasonably withheld, or that the parent or guardian cannot be found. Consent is not deemed to be unreasonably withheld if withheld with the *bona fide* intention of benefiting the defective. An order may be made although the person in question is found by the judicial authority not to belong to the class to which it is alleged in the petition he does belong, provided that it appears that he is a defective (s. 6 (3)). The judicial authority has power to dismiss the petition, or adjourn the case for not more than 14 days for further evidence or information. Unless the petition is dismissed the judicial authority must order a medical examination in any case where it has been certified that a medical examination was impracticable (s. 6 (4)).

An order placing a defective under guardianship may be varied by directing that the defective be sent to an institution by the judicial authority, whether he made the original order or not (s. 7 (1)). The guardian of a defective may be removed by any judicial authority on the application of the local authority or the Board or any other person who appears to be interested. Where a guardian dies or resigns or is removed, any judicial authority may appoint a person to act in his stead (s. 7 (2)). An order under this section must not be made without giving to the local authority and, where practicable, the person who presented the original petition and the parent or guardian, an opportunity of being heard (s. 7 (3)).

On the conviction by a court of competent jurisdiction of any person of a criminal offence, punishable in the case of an adult with penal servitude or imprisonment, or on a child brought before a Court under section 58 of the Children Act, 1908, being found liable to be sent to an industrial school, the Court, if satisfied on medical evidence that he is a defective within the meaning of the Act, may either—(*a*) postpone sentence or the making of an order for committal to an industrial school, and direct that a petition be presented under the Act; or (*b*) instead of passing sentence or committing to an industrial school, make an order which might have been made on a petition under the Act. A court of summary jurisdiction, if the charge is proved, may make an order without proceeding to a conviction and in such a case the person in question is deemed to have been found guilty of an offence (s. 8 (1)). The Court may act on the evidence given at the trial or other proceedings, or may call for further medical or other evidence (s. 8 (2)). When the Court directs a petition to be presented, it has power to order the person to be detained in an institution for defectives or in a place of safety (s. 8 (3)). Where a person whom the court of summary jurisdiction considers to be a defective is remanded for trial, the Court may order that he be detained in an institution for defectives or placed under the guardianship of some person entering into a recognisance for his appearance (s. 8 (4)). It is the duty of the police authorities to communicate with the local authorities in the case of persons charged with offences whom they consider to be defective, and to bring before the Court all available evidence of their mental condition. In such a case the police authorities must give notice to the person charged and to his parent or guardian, if known (s. 8 (5)).

The Secretary of State has power, on the certificate of two medical practitioners, to transfer to an institution for defectives, or to place under guardianship any person who is undergoing imprisonment (not under civil process), or penal servitude, or is detained in a place of detention by order of a court, or in a reformatory or industrial school, or inebriate reformatory, or is detained in a criminal lunatic asylum (s. 9).

An order sending a defective to an institution authorises his conveyance to the institution mentioned in the order, and his reception there at any time within 14 days, or (if he is in a place of safety, within 21 days). It further authorises his detention for the period mentioned below (s. 10 (1)). An order placing a defective under guardianship confers on the person named in the order as guardian such power as he would have had if he had been the father of the defective and the defective had been under the age of 14. The guardian has also power to warn any other person against supplying intoxicants to the defective or for his use (s. 10 (2)).

An order under the Act placing a defective in an institution expires at the end of one year from its date, unless continued. The Board, however, has power to extend the time to the quarter-day next after the day on which the order would have expired in the case of a named institution (s. 11 (1)). Provided that the Board so orders, the order remains in force for another year after the date of expiry under section 11 (1), and thereafter for successive periods of five years. At the end of each period the case of each defective is considered, and he may be examined by any medical practitioner at the request of a parent, guardian, relative, or friend. Where the defective was under 21 years of age when placed in an institution or under guardianship, his case is re-considered within months of his attaining the age of 21 by visitors appointed under the Act (s. 11 (2)). The visitors see the defective, and have power to order his discharge. If they do not order his discharge, the defective, or his parent or guardian, may appeal to the Board within 14 days (s. 11 (3)). Section 11 (4) specifies the special reports to be given at the expiration of the periods mentioned in section 11 (2).

Where a defective has been placed by his parent or guardian in an institution or under guardianship, the parent or guardian may withdraw him from the institution or guardianship at any time on giving notice in writing to the Board, unless the Board determine, within 14 days after receiving the notice, that further detention is in the interest of the defective. Where the Board so determine, the parent or guardian cannot give a fresh notice for six months (s. 12 (1)). Subject to the above the case of a defective placed in an institution or under guardianship by his parent or guardian is reconsidered by the Board and by the visitors in the same way and at the same intervals as if he had been placed in the institution or under guardianship under an order (s. 12 (2)). The managers of a certified institution or house or approved home may discharge a defective placed there by his parent or guardian by giving one month's notice to the Board and to the parent or guardian if known.

Section 13 gives power to the judicial authority to make an order that the defective or any person liable to maintain him contribute to the expenses of the defective. Such order, if made on the application of the managers of an institution or of the guardian or of an officer authorised by the local authority, may be enforced against the property of the defective or person liable to maintain him. If made by a county court judge, it may be enforced in the same way as a county court judgment. If made by any other judicial authority it may be enforced as an order for the payment of a civil debt made by a court of summary jurisdiction. If the defective has been placed by his parent or guardian in an institute or under guardianship, any sum which the parent or guardian has agreed in writing to contribute towards his expenses is recoverable summarily as a civil debt.

By section 14 the person liable to maintain a defective under the age of 21 includes, in the case of illegitimacy, the putative father, and in the discretion of the judicial authority, any other person co-habiting with his mother. Where a defective is illegitimate and an affiliation order has previously been made on the application of his mother, the judicial authority cannot (unless he thinks it advisable in the special circumstances of the case) make an order for contribution against the putative father, but may order the whole or part of the payments under the affiliation order to be made to the local authority or such other person as may be named in the order.

An officer of the local authority authorised on that behalf, or a constable who finds any person who he has reasonable cause to believe is a defective, neglected, abandoned, without visible means of support, or cruelly treated, may take such person to a place of safety, where he may be detained until a petition can be presented (s. 15 (1)). A justice, on oath laid by an officer or other person authorised by the local authority that there is reasonable cause to believe that a defective is neglected or cruelly treated within his jurisdiction, may issue a warrant authorising a constable named therein, accompanied by the medical officer of the local authority or any other named medical practitioner, to search for such person, and if it is found that he is cruelly treated or neglected and is apparently defective, to place him in a place of safety until a petition can be presented. A constable so authorised may enter, by force if necessary, any house, building, or other place specified in the warrant, and may remove the person therefrom (s. 15 (2)). Where such person is removed to a workhouse the master must receive him if there is suitable accommodation. His expenses are defrayed by the local authority, but may be recovered from the defective or any person liable to maintain him if an order is eventually made (s. 15 (3)).

Section 16 provides for the transfer of defectives to institutions for lunatics and *vice versa*.

Section 17 makes provision as to the religious persuasion of defectives.

Section 18 provides for the visiting of defectives by the nearest adult relative or guardian.

A county court judge, police, or stipendiary magistrate, or a specially appointed justice who is a judicial authority for the purpose of the Lunacy Acts, 1890 to 1911, is a judicial authority for the purpose of the Act. The number of justices specially appointed under these Acts shall be such as shall be considered necessary to exercise the powers of the new Act as well as those of the Lunacy Acts (s. 19 (1)). Every judicial authority has the same jurisdiction and power as regards summoning and examining witnesses, the administration of oaths, costs, and otherwise as if he were acting in the exercise of his ordinary jurisdiction, and may be assisted if necessary by the same officers as if he were so acting (s. 19 (2)).

Section 20 gives the Secretary of State power to make regulations under the Act.

The general superintendence of the subject matter of the Act is vested in the Board of Control, but not so as to affect any power exercisable with respect to lunatics by the Lord Chancellor or the Commissioners in Lunacy, or the Judge or Masters in Lunacy, or any visitors, court, local authority or other persons, whether under the Lunacy Acts, 1900 to 1911, or otherwise (s. 21).

Section 22 (1) provides for the constitution of the Board of Control, which consists of not more than fifteen Commissioners of whom not more than twelve are paid. Of the paid Commissioners four are legal Commissioners (practising barristers or solicitors of not less than five years' standing), and at least four medical Commissioners (duly certified medical practitioners of at least five years' standing). At least one of the paid and one of the unpaid Commissioners must be a woman. Commissioners are appointed by His Majesty, on the recommendation, as respects the legal Commissioners of the Lord Chancellor, and as respects the other Commissioners of the Secretary of State (s. 22 (2)). The Board of Control is a body corporate with a common seal and powers to hold land without license in mortmain for the purposes of their powers and duties (s. 22 (4)).

The salary of the chairman must not exceed £1800, and that of the other paid Commissioners £1500 (s. 22 (7)).

The chairman and paid Commissioners hold office during His Majesty's pleasure, the unpaid Commissioners for such period as the Secretary of State may determine (s. 22 (8)). The paid Commissioners in Lunacy become paid Commissioners of the Board of Control, and continue to hold office by the same tenure, and at the same salary, as they did before the Act came into force (s. 22 (9)).

Section 23 deals with the appointment of the Secretary of the Board, inspectors and officers.

No person who is directly or indirectly interested in any certified institution, or house, or home, under the Act, or in any house licensed under the Lunacy Acts, 1909 to 1911, may be a Commissioner, inspector, officer or servant of the Board. Any disqualified person who so acts is guilty of a misdemeanour (s. 24)).

The general powers and duties of the Board include—supervision, protection, and control over defectives; the supervision of the administration of the Act by local authorities; the certification, approval, supervision, and inspection of institutions, houses, and homes for defectives, and all arrangements made for the care, training, and control of defectives therein; the visiting of defectives, and persons who have been placed under care as being defectives; the provision and maintenance of institutions for defectives of dangerous or violent propensities; the provision of suitable treatment in cases of mental defectiveness; the making of annual and special reports; the administration of grants of money by Parliament under the Act (s. 25 (1)).

Every certified institution, certified house, and approved home must be visited at least once every year by one or more Commissioners, and at least one other time by a Commissioner or inspector. Every defective under guardianship must be visited at least twice every year by a Commissioner or inspector. Any Commissioner may discharge any person detained in any certified institution, or certified house, or under guardianship at any time. Where, however, the person has been sent to such an institution by the Secretary of State from a prison, criminal lunatic asylum, place of detention, reformatory or industrial school, or inebriate reformatory, he may not be discharged by a Commissioner during the continuance of the term during which he was committed to the prison or other place, without the consent of the Secretary of State (s. 25 (2)).

The salaries of the Commissioners and officers, and any other expenses incurred by the Secretary of State or the Board are defrayed out of moneys provided by Parliament (s. 26).

The local authority for the purpose of the Act is, as respects a county, the county council, as respects a county borough, the borough council (s. 27). Every local authority must have a committee for the care of the mentally defective, consisting of members of the council appointed by the council, and such other persons, being poor law guardians or other persons with special knowledge and experience, as may be appointed by the council. Some of the persons so appointed must be women. Where there is one or more visiting committees or asylums committees under the Lunacy Acts, 1890 to 1911, the council may determine that the members of such committee or committees, with the addition of at least two women, shall act as the committee for the care of the mentally defective, and that the members of such committee or committees be the members of the council appointed to be members of the committee for the care of the mentally defective (s. 28 (1)). All the powers under the Act, except that of raising a rate or borrowing money, stand referred to the committee, and the local authority must consider the report of the committee before exercising their powers under the Act, except in cases of urgency. The local authority may also delegate to the committee any other powers under the Act, except that of raising a rate or borrowing money (s. 28 (2)). No person who by reason of holding an office or place of profit, or having any share or interest in a contract or employment, is disqualified from being a member of the council appointing the committee may be a member of the committee; the disqualification does not apply to a person by reason only of his holding office in a school or college aided, provided, or maintained by the council (s. 28 (3)).

Section 29 provides for the joint exercise by two or more local authorities of any of their powers and duties under the Act.

It is the duty of the local authority, subject to the provisions of the Act and to the regulations—(*a*) to ascertain the defectives in their area who are subject to be dealt with otherwise than under section 2 (1) (*a*); (*b*) to provide suitable supervision for such persons, or if such supervision does not afford sufficient protection to take the necessary steps to send them to an institution or place them under guardianship; (*c*) to provide accommodation for such persons when sent to a certified institution or approved home by orders under the Act, and for their maintenance therein and their conveyance to such an institution; (*d*) to make provision for the guardianship of defectives when placed under guardianship by orders under the Act; (*e*) if they think fit, to maintain in an institution or in an approved home or contribute towards the expenses of maintenance in an institution or approved home, and the expenses of guardianship of any defective other than those mentioned above; (*f*) if they think fit to provide for the burial of defectives dying in an institution or under guardianship; (*g*) to employ the necessary officers and other persons to carry out the Act; (*h*) to make annual reports and such other reports as the Board may require. There is no obligation on the local authority to perform the duties (*b*), (*c*), (*d*), (*g*), if the contribution out of moneys provided by Parliament towards the cost on income account of performing such duties is less than half of the net amount of the cost. The Act does not affect the powers of poor law authorities, with respect to defectives who may be dealt with under the Poor Law Acts. Nor does it affect the right of poor law authorities to receive the same grant for a defective who has been, or may be, sent to an institution, that they would have received if the Idiots Act, 1886, had not been repealed. Local authorities under the Act have no duties with respect to defectives who for the time being are provided for by the poor law authorities, except to such extent as the Secretary of State with the concurrence of the Local Government Board may prescribe. The Act does not affect the powers and duties of local authorities under the Lunacy Acts, 1890 to 1911, with respect to defectives who are dealt with under those Acts. Local authorities under the Act have no duties or powers with respect to defectives who for the time being are, or who might be, provided for by the lunacy authorities except to such extent as the Secretary of State, with the concurrence of the Lord Chancellor, may prescribe. The Act does not affect the powers of local education authorities under the Education Acts, and the duty of ascertaining who are defective children between the ages of 7 and 16 rests with the local education authority. The local authorities under the Act have no duties as respects defective children except those whose names and addresses have been notified to them by the local education authority under the Act (s. 30).

The duties of the local education authorities under the Act include the duty of making arrangements, subject to the Board of Education—(*a*) for ascertaining what children are defective within their area; (*b*) for ascertaining which of such children are incapable of receiving benefit from instruction in special schools or classes; (*c*) for notifying to the local authority the names and addresses of defective children of whom notice must be given under the above provisions. Cases of doubt must be referred to the Board of Education (s. 31 (1)). The provisions of section 1 of the Elementary Education (Defective and Epileptic Children) Act, 1899, are applied with the necessary modifications for the purpose of this section (s. 31 (2)).

In the event of a local authority making default in their duties under the Act, the Secretary of State may, after holding a local inquiry, if he thinks it desirable, require the local authority to remedy the default, and any order made by him may be enforced by mandamus (s. 32).

Section 33 deals with the expenses and borrowing powers of local authorities, and section 34 with special provisions as to Lancashire.

Section 35 empowers the Board, with the approval of the Secretary of State, to establish and maintain institutions for defectives of dangerous or violent propensities, and gives the Secretary of State power to transfer buildings vested in the Prison Commissioners to the Board, or to authorise the acquisition of land or the erection or acquisition of buildings.

Section 36 gives the Board power to grant certificates to managers of premises intended for the reception, control, care, and treatment of defectives. Such institutions are certified institutions.

Under section 37 the Board may, with the consent of the Local Government Board, approve of premises provided by Boards of Guardians. In such cases the Board of Guardians may enter into an agreement with the local authority as to the reception and maintenance of all defectives ordered to be sent thereto under the Act (s. 37 (1)). Defectives in such institutions are not to be deemed to be in receipt of poor law relief by reason of the fact that the premises are provided by a Board of Guardians (s. 37 (2)).

By section 38 local authorities may establish or contribute to institutions with the approval of the Secretary of State.

By section 39 the Prison Commissioners, Boards of Guardians, or other public authorities may lease or grant the use of premises vested in them, which are no longer required for the purpose for which they were erected, to a local authority or other person for the purpose of being used as certified institutions.

The existing visitors of licensed houses under the Lunacy Acts, with the addition of one or more women appointed in the same manner as the visitors, are made the visitors of institutions for defectives under the Act (s. 41). Where there are no persons so appointed, a sufficient number of persons possessing the same qualifications as such visitors with the addition of one or more women are to be appointed (s. 40 (2)).

Section 41 gives the Secretary of State power to make regulations as to the management of institutions and kindred matters.

If a patient in an institution or absent from an institution under licence or without licence escapes, he may be apprehended by a constable or by the managers or by any person authorised by them in writing without warrant and brought back to the institution (s. 42).

The council of the county or county borough in which a person placed in a certified institution or under guardianship resided is the local authority responsible for providing for him (s. 43 (1)). By section 42 (2) the council responsible for providing for the defective is entitled to be heard before the order is made. If the responsible authority has an institution of its own, an order cannot be made sending the defective to any other institution without the consent of such authority. The council responsible in this section continues to be so responsible if the defective is transferred to another institution (s. 43 (2)).

In the case of a person found guilty of an offence, he is presumed to have resided in the place where the offence was alleged to have been committed, unless the contrary is proved. If the order is made by a Court of Assize or quarter sessions, the case is remitted to a court of summary jurisdiction for the place where the person is committed for trial for the determination of his place of residence. Where the order is made by the Secretary of State in respect of a person in a prison, inebriate reformatory, criminal lunatic asylum, or place of detention, the residence is presumed to have been the place where the offence was alleged to have been committed, unless the contrary is proved. If the order is in respect of a person in a reformatory or industrial school, the residence is deemed to be the place determined to have been his place of residence on his committal to the reformatory or industrial school (s. 44 (2)). A council which is aggrieved as to place of residence may apply to a petty sessional court acting in such place as may be prescribed within three months, and such Court may transfer the residence to any other area, provided that the council of that area is given an opportunity of being heard. An appeal lies to quarter sessions (s. 44 (3)). In cases of doubt, the expression "place of residence" is to be construed as the county or county borough in which the person would be deemed to have acquired a settlement if he were a pauper (s. 44 (4)). The Lord Chancellor has power to make rules under section 29 of the Summary Jurisdiction Act, 1879, to meet the requirements of this section (s. 44 (5)).

Section 45 deals with the superannuation of officers, and section 46 enables the managers or owners of institutions not provided by a local authority, certified houses and approved homes, to institute a scheme of superannuation allowances or gratuities to officers.

Section 47 deals with contributions by the Treasury, and section 48 with Treasury contributions towards the expenses of societies established to assist defectives.

The Board of Trade may grant certificates to persons desirous of receiving defectives in their own houses for private profit (s. 49 (1)). Defectives who have been ordered to be sent to an institution under the Act may be sent to a certified house, and the provisions of the Act relating to institutions apply to certified houses. No money provided by Parliament, however, may be applied towards the expenses of defectives in certified houses, nor may a local authority contribute towards such defectives. The provisions of the Act with respect to recovery from defectives or persons liable to maintain them of contributions towards their upkeep do not apply to certified houses. The special report mentioned under section 11 must not be made by any medical practitioner directly or indirectly interested in a certified house (s. 49 (2)).

The Board may approve of premises the managers of which receive or support defectives wholly or partly by voluntary contributions, or by using the excess of payments of some patients for the support of other patients, or of any person desirous of receiving defectives in a house for private profit. Such premises or houses are known as approved homes (s. 50 (1)). No defective ordered to be sent to an institution by the judicial authority, or a court, or the Secretary of State, may be detained in an approved home (s. 50 (2)).

It is a misdemeanour for any person to undertake the care and control of more than one person who is a defective, or who is placed in his care as being defective, elsewhere than in an institution, a certified house, or an approved home, without the consent of the Board (s. 51 (1)). It is an offence under the Act to undertake the care and control of a defective elsewhere than in an institution, certified house, or approved home, without giving notice to the local authority and to the Board within forty-eight hours (s. 51 (2)). It is a misdemeanour for the manager of an institution, the owner of a certified house, or a guardian of a defective to detain a patient or use any of the powers conferred by the Act after he knows the powers have expired (s. 51 (3)). The Act does not affect any person receiving or detaining any person under the Lunacy Acts or the Elementary Education (Defective and Epileptic Children) Act, 1899, even if the person in question is a defective (s. 51 (4)).

It is an offence under the Act for any person who has been warned by the guardians of a defective, or by a person under whose charge a patient's absence from an institution or certified house has been placed, not to supply intoxicants to or for the use of that person, knowingly to supply intoxicants for such a purpose. The person giving the warning must, it required to do so, produce the authority under which he acts (s. 52).

It is an offence under the Act to secrete a patient in an institution or certified house or approved home, or to induce knowingly a patient in an institution or certified house or approved home, or a person allowed out from an institution or house, whether licensed or not, or a person in a place of safety, to escape or break any conditions of his guardianship or licence (s. 53).

The obstruction of a commissioner, inspector, visitor, or officer, or other person appointed or employed by a local authority in the exercise of powers conferred by the Act is a misdemeanour (s. 54 (1)). It is an offence under the Act wilfully to obstruct any other person authorised by an order in writing under the hand of the Secretary of State to visit and examine an alleged defective or to inspect or inquire into the state of any institution, certified house, approved home, prison, or place wherein any person represented to be a defective is confined or alleged to be confined, or wilfully to obstruct any person authorised by an order of the Board to make any visit, examination, or inquiry (s. 54 (2)).

It is a misdemeanour for any manager, officer, nurse, attendant, servant, or other person employed in an institution, certified house, or approved home, or any person having charge of a defective, whether by reason of any contract, or of any tie of relationship, or marriage, or otherwise, to ill-treat or neglect a defective (s. 55).

Any person who (*a*) unlawfully and carnally knows, or attempts to have unlawful carnal knowledge of, any woman or girl under care or treatment in an institution or certified house or approved home, or whilst placed out on licence therefrom or under guardianship under the Act; or (*b*) procures, or attempts to procure, any woman or girl who is a defective to have unlawful carnal connection, whether within or without the King's dominions, with any person or persons; or (*c*) causes or encourages the prostitution, whether within or without the King's dominions, of any woman or girl who is a defective; or (*d*) being the owner or occupier of any premises, or having or acting or assisting in the management or control thereof, induces or knowingly suffers any woman or girl who is a defective to resort to or be in or upon such premises for the purpose of being unlawfully and carnally known by any man, whether such carnal knowledge is intended to be with any particular man or generally; or (*e*) with intent that any woman or girl who is a defective should be unlawfully and carnally known by any man, whether such carnal knowledge is intended to be with any particular man or generally, takes or causes to be taken such woman or girl out of the possession and against the will of her parent or any other person having the lawful charge of her, is guilty of a misdemeanour, and is liable upon conviction to imprisonment, with or without hard labour, not exceeding two years, unless he proves that he did not or had no reason to suspect that the woman or girl was a defective (s. 56 (1)). Section 10 of the Criminal Law Amendment Act, 1885, applies in the case of a woman or girl who is a defective in the same manner as if she were a girl under 16 years (s. 56 (2)). Without prejudice and in addition to the Criminal Law Amendment Act, 1885, consent is no defence in proceedings on an indictment for assault upon a defective if the accused knew or had reason to suspect that the person in question was a defective (s. 56 (3)). Indictments under this section are not triable at quarter sessions (s. 56 (4)). On the trial of an indictment for rape, if the jury are satisfied that the accused is guilty of an offence under subsec. (1) (*a*) *supra*, but are not satisfied that he is guilty of rape, they may acquit him of rape and find him guilty of the other offence (s. 56 (5)). Section 4 of the Criminal Evidence Act, 1898, is applied to the Mental Deficiency Act, 1913 (s. 56 (6)).

Any person knowingly making any false entry in any book, statement, or return as to any matter as to which he is required by the Act or Rules made thereunder to make an entry, is guilty of a misdemeanour (s. 57).

Any person wilfully supplying the Board with any untrue or incorrect information, plan, or description for the purpose of obtaining a certificate or approval or any renewal thereof, is guilty of a misdemeanour (s. 58).

Any person guilty of a breach of a regulation made under the Act is liable on summary conviction to the penalty prescribed for such breach. The maximum penalty which can be imposed by regulations must not exceed imprisonment, with or without hard labour, for three months, or a fine of £50, or both (s. 59).

Misdemeanours under the Act are punishable by fine or by imprisonment, with or without hard labour, not exceeding two years. Except where otherwise expressly provided, offenders must be prosecuted summarily, and in such case the maximum punishment is imprisonment not exceeding three months, with or without hard labour, or a fine not exceeding £50, or both (s. 60 (1)). Offences which are not misdemeanours are punishable summarily with imprisonment not exceeding three months, with or without hard labour.

Managers of institutions, owners of certified houses, and officers of such institutions or houses authorised in writing by the manager for the purpose of conveying persons to or from such institutions or houses, or to apprehend or bring persons to such institution or house in case of escape or refusal to return there, while engaged in that duty have the powers, protections, and privileges of a constable (s. 62).

Sections 330 and 332 of the Lunacy Act, 1890, are applied to the Act (s. 63). Section 50 and Part IV. of the Lunacy Act, 1890, apply, with respect to the management and administration of the estate of a person sent to or placed in an institution, certified house, or under guardianship under the Act, in the same manner as they apply to the estate of a person detained as a lunatic but not so found, with regard to whom it is proved to the satisfaction of the judge in lunacy that he is a defective within the meaning of the Act in the same manner as they apply to the estate of a person who is incapable of managing his affairs through mental infirmity arising from disease or age.

All the powers and duties of the Lunacy Commissioners under the Lunacy Acts, 1890 to 1911, are, from the commencement of the Act, transferred to the Board, and His Majesty may, by Order in Council, direct that anything which under those Acts is required or authorised to be done by, to, or in respect of any one or more Commissioners in Lunacy or any officer shall after the commencement of the Act be done by, to, or in respect of one or more Commissioners under the Act, or the corresponding officer of the Board. Nothing in such Order in Council may authorise anything required by the Lunacy Acts to be done by two Commissioners, one a medical practitioner and the other a barrister, to be done otherwise than by two Commissioners, one a medical and the other a legal Commissioner, but the Order may provide that, in the case of a temporary illness or disability of a legal Commissioner, the Lord Chancellor or the Secretary of State may appoint a substitute who is qualified to be a legal or medical Commissioner (s. 65 (1)). From the commencement of the Act sections 150 to 161 of the Lunacy Act, 1890, are repealed (s. 65 (3)).

Section 66 gives the Secretary of State power to authorise the committee for the care of mental defectives to act as the asylums committee.

The Idiots Act, 1886, is repealed (s. 67 (1)). Places registered under that Act become certified institutions under the present Act without further certification. If the place was carried on for private profit it becomes a certified house. The Board may order that the whole or any part of any such place is to become an approved home (s. 67 (2)). Persons placed in places registered under the Idiots Act, 1886, may continue to be detained therein as if they had been placed therein in pursuance of the present Act and immediately after its commencement. The right of any person to receive a superannuation allowance under the Idiots Act, 1886, is not affected (s. 67 (4)).

Regulations under the Act must be laid before Parliament for thirty sitting days (s. 68).

The time during which a defective is detained in an institution or resides in an approved home under the Act is excluded in a computation of time under section 1 of the Poor Removal Act, 1846 (s. 69).

The maintenance in an institution or under guardianship of any person for whose maintenance any other person is responsible does not deprive that other person of any franchise, right, or privilege, or subject him to any disability (s. 70). Unless the context otherwise requires—

"Prescribed" means prescribed by regulations made under this Act:

"Parent or guardian" in relation to a defective shall include any person who undertakes or performs towards the defective the duty of a parent or guardian:

"Relative" means the husband or wife or a lineal ancestor or lineal descendant, or lineal descendant of an ancestor not more remote than great-grandfather or great-grandmother:

"Intoxicants" includes any intoxicating liquor, and any sedative, narcotic, or stimulant drug or preparation:

"Place of safety" means any workhouse or police station, any institution, any place of detention, and any hospital, surgery, or other suitable place, the occupier of which is willing to receive temporarily persons who may be taken to places of safety under this Act:

"Special school or class" means a special school or class within the meaning of the Elementary Education (Defective and Epileptic Children) Act, 1899:

"Institution" and "institution for defectives" mean a State institution or certified institution :

"State institution" means an institution for defectives of dangerous or violent propensities established by the Board under this Act :

"Certified institution" means an institution in respect of which a certificate has been granted under this Act to the managers to receive defectives therein, and includes, subject to the provisions of this Act, any premises provided by a Board of guardians and approved under this Act :

"Certified house" means a house in which defectives are received by the owner thereof for his private profit, and in respect of which a certificate has been granted under this Act :

"Approved home" means any premises in which defectives are received and supported wholly or partly by voluntary contributions, or by applying the excess of payment of some patients for or towards the support of other patients, or a house in which defectives are received by the owner thereof for his private profit, and which has been approved by the Board under this Act :

"Institution for lunatics" has the same meaning as in the Lunacy Acts, 1890 to 1911 :

"Board of guardians of a poor law union" shall include the Metropolitan Asylums Board and any joint committee of a combination of unions constituted by order of the Local Government Board (s. 71 (1)).

For the purposes of the Act, the Scilly Islands are deemed to be a county, and the council of those islands the council of a county, and any expenses incurred by that council under the provisions of the Act are treated as general expenses of the council (s. 71 (3)).

The Act does not extend to Scotland (s. 72 (2)). The Act came into operation on April 1, 1914, except as respects the constitution of the Board of Control and the constitution of officers, as regards which matters it came into force on November 1, 1913 (s. 73 (2)).

583. ——. By sec. 1 of the Lunacy Act, 1911, 1 & 2 Geo. v. c. 40, the powers of the judge in Lunacy under secs. 135 to 143 of the Lunacy Act, 1890, as amended by any subsequent Act, to make vesting or other orders therein mentioned are, except so far as they relate to lunatic mortgagees, not being also trustees, transferred to, and, subject to rules of the Supreme Court, are exerciseable by, the High Court.

By sec. 3 the number of paid Commissioners is increased by two.

583. ——. The Asylums Officers' Superannuation Act, 1909, 9 Edw. VII. c. 48, makes provision for superannuation allowances for officers and servants employed in public asylums in Great Britain and Ireland.

583. ——. The Commissioners' Lunacy Rules, 1906 (St. R. & O. 1906, p. 381), vary the Rules of 1895.

598. ——. By sec. 3 of the Lunacy Act, 1911, 1 & 2 Geo. v. c. 40, the number of paid Commissioners in Lunacy is increased by two. The provisions of the Act of 1890 as to qualifications apply to the new appointments.

607. ——. As to the contributions by County Councils to guardians for the maintenance of pauper lunatics, see *Calne Union* v. *Wilts County Council*, [1911] 1 K. B. 717 ; 80 L. J. K. B. 548.

607. ——. In *R.* v. *Hatherton JJ.*, [1912] 1 K. B. 616; 81 L. J. K. B. 894, the A Guardians agreed with the B Guardians to be responsible for the maintenance of a pauper lunatic, and paid for his general expenses. Subsequently the B Guardians made a further claim for special expenses, which the A Guardians resisted. The justices ordered the A Guardians to pay the amount. It was held that although there had been no formal inquiry into the lunatic's settlement the A Guardians were the union to which the lunatic was chargeable within sec. 287 of Lunacy Act, 1890, and were liable.

607. ——. Under sec. 287 of the Lunacy Act, 1890, justices have power to order a sum to be paid in respect of the maintenance of a pauper lunatic, and are not limited to the amount of 14s. as are the visiting committee under sec. 283 (*Glamorgan County Asylum* v. *Cardiff Union,* [1911] 1 K. B. 437; 80 L. J. K. B. 578).

609. ——. Section 303 of the Lunacy Act, 1890, gives right of appeal to Quarter Sessions from a decision of the justices that a pauper lunatic is irremovable (*Eastbourne Guardians* v. *Croydon Guardians,* [1910] 2 K. B. 16; 79 L. J. K. B. 646).

610. ——. As to sec. 2 of the Criminal Lunatics Act, 1800, see *R.* v. *Stafford Prison* (*Governor*), [1909] 2 K. B. 81; 78 L. J. K. B. 629.

610. ——. As to the application of sec. 330 of the Lunacy Act, 1890, in a case where the persons acting have acted in good faith, see *Shackleton* v. *Swift*, [1913] 2 K. B. 304; 82 L. J. K. B. 607.

611. ——. Parkhurst is now a criminal lunatic asylum: see, Rules of 1906 (St. R. & O. 1906, p. 388).

612. ——. The Crown can recover the cost of maintaining a criminal lunatic as a Crown debt against his estate. The amount recoverable is not restricted to six years (*In re J.*, [1909] 1 Ch. 574; 78 L. J. Ch. 348).

620. Attestation.—See *Lewis* v. *Lewis*, [1907] P. 1; 77 L. J. P. 7, as to parol evidence as to which portions of a testamentary document have been duly attested.

620. ——. Line 45, *for* the sentence beginning "But it has been held," *read* "Where a solicitor who has been appointed executor and trustee, and is authorised by the will to charge for all business done by him in relation to the estate as if he were a solicitor employed by the trustees, attests the will, he is not entitled to any profit costs for business done in relation to the estate, as the right to charge profit costs can only be claimed under the will, and is a beneficial interest which he is precluded from claiming by sec. 15 of the Wills Act, 1837, 1 Vict. c. 26 (*In re Pooley*, 1880, 40 Ch. D. 1)."

626. Attorney-General.—The Attorney-General cannot take action in a case where a right of property enjoyed by a section of the public only is infringed (*Att.-Gen.* v. *Garner*, [1907] 2 K. B. 480; 76 L. J. K. B. 965).

626. ——. The Attorney-General is not entitled as of right to an injunction against a public body which is committing an offence against a statute (*Att.-Gen.* v. *Birmingham, Tame, and Rea District Drainage Board*, [1910] 1 Ch. 48; 79 L. J. Ch. 137; [1912] A. C. 788; 82 L. J. Ch. 45).

626. ——. On the question of *laches*, see *Att.-Gen.* v. *Metcalfe*, [1907] 2 Ch. 23; 76 L. J. Ch. 259; *Att.-Gen.* v. *Smith*, 1912, 76 J. P. 253.

626. ——. A declaratory judgment may be made against the Attorney-General as representing the Crown. In such a case, the plaintiff is not bound to proceed by petition of right (*Dyson* v. *Att.-Gen.*, [1911] 1 K. B. 410; 80 L. J. K. B. 531; [1912] 1 Ch. 158; 81 L. J. K. B. 217).

626. ——. The Attorney-General is entitled to his costs in a case where he takes out a summons to ascertain the construction of a will (*In re Cardwell; Att.-Gen.* v. *Day*, [1912] 1 Ch. 779; 81 L. J. Ch. 443).

628. Attornment.—*Edwards* v. *Wickwar*, 1866, L. R. 1 Eq. 403, was commented on, and not followed, in *Horn* v. *Beard*, [1912] 3 K. B. 181; 81 L. J. K. B. 935, which see as to the scope of sec. 9 of 4 & 5 Anne c. 16.

633. Auction.—After *Rainbow* v. *Hawkins*, [1904] 2 K. B. 322, add, Where the fact that there is a reserve is known to the bidder and the auctioneer mistakenly knocks the lot down before the reserve is reached, the bidder cannot sue the auctioneer for breach of duty in refusing to sign a memorandum of the contract or completing it, or for breach of warrant of authority in accepting the bid (*M'Manus* v. *Fortescue*, [1907] 2 K. B. 1; 76 L. J. K. B. 393).

636. Auctioneer.—The entry by an auctioneer in his copy of the particulars and conditions of sale of the name of the highest bidder and the amount of his bid is not a sufficient compliance with the statute, but if the bidder sends a letter signed by himself, which sets out the details of the transaction, and repudiates it, that letter may be a sufficient memorandum to satisfy the statute (*Dewar* v. *Mintoft*, [1912] 2 K. B. 373; 81 L. J. K. B. 885).

639. Auditors.—In *Cuff* v. *London and County Land and Building Co.*, [1912] 1 Ch. 440; 81 L. J. Ch. 426, the secretary of the company embezzled money belonging to the company. The directors intimated to the auditors that they considered that the defalcations of the secretary would have been discovered but for the negligence of the auditors, and refused to allow them to act. The auditors denied the allegations of the directors, and claimed in the action a declaration that they had a right of access to the books, etc., of the company. In the action they asked in an interlocutory application for a mandatory order giving them access to the books, and that the directors should give them all necessary information for the performance of their duties as auditors. The Court of Appeal held that the Court had a discretion whether to grant the order or not, but that in the circumstances of the case they should not do so on an interlocutory application, and before steps had been taken to ascertain whether the company desired the auditors to continue to act as such or not.

642. Australia.—An appeal lies from a single judge of a State Supreme Court, whether sitting in Chambers or in Court, to the High Court of Australia (*Blake* v. *Bayne*, [1908] A. C. 371; 77 L. J. P. C. 97).

643. ——. The Commonwealth Judiciary Act, 1903, sec. 39 (2), has not taken away a subject's right of Appeal to the Privy Council, and any attempt to interfere with such right except as sanctioned by the Commonwealth Constitution Act, 1900, would be *ultra vires* (*Webb* v. *Outrim*, [1907] A. C. 81 ; 76 L. J. P. C. 28). The powers of the Commonwealth Parliament are defined in secs. 73 to 77 of the Commonwealth Constitution Act, 1900. See also the Commonwealth Judiciary Acts, 1903, 1906, and 1907 ; and cp. *Victorian Railway Commissioners* v. *Brown*, [1906] A. C. 381 ; 75 L. J. P. C. 65 ; *Wilfley Ore Concentrator Syndicate* v. *Guthridge*, [1906] A. C. 548 ; 75 L. J. P. C. 87.

644. ——. As to coinage, see St. R. & O. 1911, No. 92.

645. Autrefois Acquit.—A prisoner cannot set up both a plea of not guilty and of *autrefois acquit* (*R.* v. *Banks*, [1911] 2 K. B. 1095 ; 81 L. J. K. B. 120).

648. Average.—The unloading of a ship in order to repair a particular damage loss is not a general average act (*Hamel* v. *P. & O. S. N. Co.*, [1908] 2 K. B. 298 ; 77 L. J. K. B. 637).

651. ——. A shipper of part of a cargo may, if not himself in default, claim a general average contribution for damage in extinguishing a fire, even if the fire is caused by the inherent vice of his part of the cargo, which went on fire spontaneously. Section 502 of the Merchant Shipping Act, 1894, does not apply to claims on general average (*Greenshields* v. *Stephens*, [1908] A. C. 431 ; 77 L. J. K. B. 985).

665. Bahamas.—As to currency, see St. R. & O. 1911, No. 1299.

666. Bail.—An agreement to indemnify a person who goes bail for another on a criminal charge is void if the indemnity is given by a third person (*Consolidated Exploration & Finance Co.* v. *Musgrave*, [1900] 1 Ch. 37 ; 69 L. J. Ch. 11) ; if given by the person charged it is an indictable offence, for which the parties may be prosecuted (*R.* v. *Porter*, [1910] 1 K. B. 369 ; 79 L. J. K. B. 241).

674. Bailiff.—While a committal order stands, an action will not lie at the suit of a judgment debtor against the high bailiff of a County Court for not having served him with the judgment summons (*Turley* v. *Daw*, 1906, 94 L. T. 216).

674. ——. A bailiff of a County Court who remains in possession after he should have withdrawn is not entitled to possession fees (*Newsum* v. *James*, [1909] 2 K. B. 384 ; 78 L. J. K. B. 761).

682. Bailment.—A married woman, separated from her husband, deposited goods which were her own property with a warehouseman for reward. The husband claimed the goods, which the warehouseman refused to deliver to him. The husband applied to a magistrate who made an order under sec. 40 of the Metropolitan Police Courts Act, 1839, 2 & 3 Vict. c. 71, that the warehouseman should deliver the goods to the husband, the warehouseman having informed him that the goods having been deposited by the wife, he would not deliver them to the husband without a magistrate's order. The wife then brought an action against the warehouseman for negligence. The Court of Appeal held that the defendant had not performed his duty as bailee, in that he should have given the plaintiff notice of the summons, and further, that he had not acted under compulsion of the magistrate's order; the summons having been taken out by arrangement with him, though he was innocent of fraud (*Ransom* v. *Platt*, [1911] 2 K. B. 291 ; 80 L. J. K. B. 1138).

700. Ballot.—The voter's mark need not be placed in the ruled space on the ballot paper, so long as it is clear for whom the vote is intended (*Pontardawe*, [1907] 2 K. B. 313).

704. Bank.—As to the use of the word " Bank," see MONEYLENDERS herein.

704. Bank Books.—A magistrate before whom criminal proceedings are being taken has power to make an order under sec. 7 of the Bankers' Books Evidence Act, 1879 (*R.* v. *Kinghorn ; Ex parte Dunning*, [1908] 2 K. B. 949 ; 78 L. J. K. B. 33).

704. ——. In sec. 5 of the Bankers' Books Evidence Act, 1879, " some person " includes any person who has examined the copy of the books with the originals (*R.* v. *Albutt*, 1910, 75 J. P. 112).

707. Bank of England.—Line 26, *for* " establishing," *read* " established."

708. ——. Line 9, *for* " transfer of companies," *read* " transfer of stock of companies."

708. Banker and Customer.—As to the carrying on of banking business by a Building Society, see BUILDING SOCIETY herein.

708. ——. Money paid to a banker in mistake of fact may be recovered back subject to the same rules as in the case of any other factor or agent (*Kerrison* v. *Glyn*, 1911, 81 L. J. B. 465).

709. ——. On the question of negligence of the customer resulting in the payment of forged cheques, see *Lewes Sanitary Steam Laundry Co.* v. *Barclay*, 1906, 95 L. T. 444 ; 11 Com. Cas. 255.

709. ——. If a customer draws a cheque for a larger sum than that standing to his credit, the effect is a request for a loan, and if the cheque is honoured, the transaction is a loan (*Cuthbert* v. *Robarts*, [1909] 2 Ch. 226 ; 78 L. J. Ch. 529).

709. ——. A customer is not precluded from suing a banker to recover the amount of a forged cheque paid by the banker, because he has failed to examine his passbook and other books, nor does the return of a passbook without objection to a banker constitute a settled account. Where a company's cheques require three signatures, a banker who honours a cheque containing an alteration initialled by two only does so at his peril (*Kepitigalla Rubber Estates* v. *National Bank of India*, 1909, 78 L. J. K. B. 964). This case was followed in *Walker* v. *Manchester & Liverpool District Banking Co.*, 1913, 108 L. T. 728, a case in which a clerk of a customer of the bank obtained payment of forged cheques. The customer was held to be entitled to recover the amount of the cheques although he had not examined his passbook.

709. ——. A banker is entitled to have a mistaken entry in a passbook corrected, but until it is corrected the customer, if acting in good faith and without negligence, is entitled to act as if the entries were correct, and if he suffers damage through so acting he is entitled to recover the damage from the bank (*Holland* v. *Manchester and Liverpool District Banking Co.*, 1909, 14 Com. Cas. 241).

709. ——. The rule in *Clayton's Case*, 1 Mer. 530, is a rule of evidence and not of law. If a customer who has given security to his banker for his current account pays sums into that account without any directions as to appropriation, the banker may appropriate them as he likes. The entries in the customer's pass-book are *primâ facie* evidence against the banker that he has appropriated the moneys as shewn therein. If the banker communicates the account in the pass-book to the customer, the result is, that if there is no evidence to the contrary the payments are *de facto* appropriated in accordance with the rule in *Clayton's Case* (*Deeley* v. *Lloyds' Bank*, [1910] 1 Ch. 648; 79 L. J. Ch. 561). See this case in the House of Lords, ([1912] A. C. 756), where it was held that in the circumstances of the case the rule in *Clayton's Case* applied.

710. ——. If a customer deposits money with his banker, in order that his agent known to the banker may draw on it, he has the right to recover the balance on rightly determining the agency (*Société Coloniale Anversoise* v. *London and Brazilian Bank*, [1911] 2 K. B. 1024, 80 L. J. K. B. 1361).

710. ——. A banker who is asked as to the financial standing of a customer is only bound to answer honestly from his knowledge derived from the bank's books and accounts, and is not bound to make inquiries outside (*Parsons* v. *Barclay*, 1910, 26 T. L. R. 628).

711. ——. A banker with whom an agent deposits his principal's securities, in order to raise money for a special purpose, is under no obligation to see that the money is used for the purpose for which it was borrowed. A banker can only claim a general banker's lien on his customer's own property (*Cuthbert* v. *Robarts*, [1909] 2 Ch. 226; 78 L. J. Ch. 529).

VOLUME II.

1. Bankruptcy.—See also PRIVATE INTERNATIONAL LAW herein.

1. ——. In addition to numerous alterations in the Bankruptcy Acts, 1883 and 1890, which will be found noted under their appropriate positions below, the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, makes the following minor amendments (sec. 27 and Sched. II.):—

Enactment to be amended.	Nature of Amendment.
The Bankruptcy Act, 1883 (46 & 47 Vict. c. 52).	
Section 20 (1) .	The words "accepted or" shall be repealed.
Section 48 . .	After the words "with a view of giving such creditor" there shall be inserted the words "or any surety or guarantor for the debt due to such creditor."
Section 51 . .	The words "or a debtor against whom a receiving order has been made" shall be inserted after the words "a bankrupt," and the words "or the debtor" shall be inserted after the words "the bankrupt," wherever those words occur.

Enactment to be amended.	Nature of Amendment.
The Bankruptcy Act, 1883 (46 & 47 Vict. c. 52)—*continued*.	
Section 59 (2) .	The words "unless otherwise directed by the Board of Trade" shall be substituted for the words "subject to any order to the contrary that may be made by the court."
Section 164 .	The word "debtor's" shall be substituted for the word "bankrupt's."
First Schedule, paragraph 2.	The words "six clear days" shall be substituted for the words "seven days."
The Bankruptcy Act, 1890 (53 & 54 Vict. c. 71).	
Section 1 . .	The words "the proceedings on such summons are finally disposed of, settled, or abandoned" shall be substituted for the words "the sheriff is ordered to withdraw, or any interpleader issue thereon is finally disposed of."
Section 8 (1) .	The words "except when the Court in accordance with rules under the principal Act otherwise directs" shall be inserted after the words "the application shall" where those words last occur.
Section 25 (2) (*b*)	The words "at such times as may be prescribed" shall be substituted for the words "within thirty days of the first day of January in each year."
Section 25 (3) .	The words "the debtor or any creditor or other person interested" shall be substituted for the words "any creditor," and the following words shall be added at the end of the subsection: "and copies of or extracts from the accounts shall, on payment of the prescribed fee, be furnished to the debtor, the creditors, or any other persons interested."

5. ——. As to receiving orders under sec. 5 of the Debtors Act, 1869, see DEBTORS ACT, 1869, Vol. IV. p. 439, and herein.

5. ——. Unless the context otherwise implies, the expression "a debtor" in the Bankruptcy Acts, 1883 and 1890, and in the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, includes any person, whether a British subject or not, who, at the time that any act of bankruptcy was done or suffered by him—(*a*) was personally present in England; or (*b*) ordinarily resided or had a place of residence in England; or (*c*) was carrying on business in England personally, or by means of an agent or manager; or (*d*) was a member of a firm or partnership which carried on business in England (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 8).

6. ——. Line 4 from foot, *for* "3 Morr," *read* "5 Morr."

6. ——. For an example of a fraudulent conveyance, under 13 Eliz. c. 5, by a debtor to a limited company, see *Gonville's Trustee* v. *Patent Caramel Co.*, [1912] 1 K. B. 599; 81 L. J. K. B. 291.

7. ——. Line 3 from foot, *for* " L. R. 6 Ch.," *read* " L. R. 7 Ch."

8. ——. Line 7, *for* " L. R. 5 Ch.," *read* " L. R. 8 Ch."

9. ——. In paragraph (*g*) of sec. 4 (1) of the Bankruptcy Act, 1883, and in sec. 1 of the Bankruptcy Act, 1890, references to final judgments and judgment debts are to be read so as to include references to final orders and to sums ordered to be paid, and references to the action in which judgment was obtained are to include references to the proceedings in which the order was obtained (Bankruptcy and Deeds of Arrangement Act, 1913, 2 & 4 Geo. v. c. 34 (s. 16 (1)). A bankruptcy notice may specify an agent to act on behalf of the creditor in respect of any payment or other thing required by the notice to be made to or be done to the satisfaction of the creditor. A bankruptcy notice is not invalidated by reason only that the sum specified in the notice as being due exceeds the amount actually due, unless the debtor within the time allowed for payment gives notice to the creditor that he disputes the validity of the notice on that ground. If the debtor does not give such notice, he is taken to have complied with the bankruptcy notice if within the time allowed he takes such steps as would have amounted to a compliance with the notice had the amount been correctly stated therein (s. 16 (2)).

9. ——. A bankruptcy notice may be founded on a judgment in detinue, but in such a case the plaintiff is deemed to have abandoned his property in the chattel detained. If the chattel is returned after the act of bankruptcy is complete the creditor is nevertheless entitled to a receiving order (*In re A Debtor ; Ex parte A Creditor*, 1907, 97 L. T. 140).

9. ——. A miscalculation of interest on a debt, the result of which is that a larger sum is claimed than is due, is a substantial defect which renders the notice bad and which cannot be remedied under sec. 143 of the Bankruptcy Act, 1883 (*In re A Debtor* (No. 478), [1908] 2 K. B. 684 ; 77 L. J. K. B. 981).

9. ——. A bankruptcy notice which claims the amount of the judgment debt with interest at 4 per cent. under the Judgments Act, 1838, but does not make any deduction on account of income tax, is not thereby rendered invalid (*In re Cooper*, [1911] 2 K. B. 550 ; 80 L. J. K. B. 990).

9. ——. A bankruptcy notice which claims the amount of a final judgment and interest thereon is not bad because it does not deduct income tax on the interest (*In re Boutler ; Ex parte Manchester and Liverpool District Banking Co.*, 1911, 55 S. J. 554).

9. ——. A judgment based on an order purporting to be made under sec. 12 of the Arbitration Act, 1889, that an award be enforced and that judgment be entered in accordance therewith is not a final judgment. Such a judgment is bad for want of jurisdiction. An application for a bankruptcy notice is not a method of enforcing an award within sec. 12 of the Arbitration Act, 1889 (*In re A Bankruptcy Notice*, [1907] 1 K. B. 478 ; 76 L. J. K. B. 171).

9. ——. The appointment of a receiver by way of equitable execution by a judgment creditor does not act as a stay of execution, if the debtor is not in any way prevented from paying the debt (*In re Bond ; Ex parte Capital and Counties Bank*, [1911] 2 K. B. 988 ; 81 L. J. K. B. 112).

9. ——. A creditor who has obtained a receivership order by way of equitable execution is not thereby precluded from issuing a bankruptcy notice, as he would be in the case of a pending execution by *fi. fa.* (*In re Lupton ; Ex parte Lupton*, 1911, 55 S. J. 717).

9. ——. If a judgment creditor obtains a garnishee order absolute on a debt due to the debtor he may still issue execution or a bankruptcy notice against the debtor, provided that nothing is done to impede the debtor or hinder him in the payment of the debt. In such a case the bankruptcy notice may be issued for the whole amount of the debt, there being no obligation to give credit for the value of the garnishee order (*In re Renison ; Ex parte Greaves*, [1913] 2 K. B. 300 ; 82 L. J. K. B. 710).

9. ——. Where a judgment debtor has paid a part of the judgment debt into the County Court, the judgment creditor is no longer in a position to issue execution for the whole amount of the debt, and therefore cannot serve a bankruptcy notice in respect of the whole debt (*In re Miller ; Ex parte Furniture and Fine Arts Depositories*, [1912] 3 K. B. 1 ; 81 L. J. K. B. 1180).

9. ——. In *In re Debtor* (No. 211 of 1912), [1912] 2 K. B. 533, a judgment creditor served a bankruptcy notice on his judgment debtor. Subsequently the judgment creditor was adjudicated bankrupt in respect of an act of bankruptcy which he had committed previously to his serving the bankruptcy notice. It was held that in view of the rights of his trustee in bankruptcy, owing to the relating back of his title, the judgment creditor had no power to issue the bankruptcy notice, and a receiving order made on the notice was discharged.

9. ——. As to the method of calculating time under sec. 1 (*e*), see *Chetwynd's Trustee* (or *Mason*) v. *Bolton's Library Ltd.*, [1913] 1 K. B. 83 ; 82 L. J. K. B. 217.

9. ——. A bankruptcy notice may be founded on a judgment for specific performance which requires to be worked out, and under which no money is payable at the date of the judgment ; such a judgment is a final judgment (*In re Debtor* (No. 837 of 1912), [1912] 3 K. B. 243 ; 81 L. J. K. B. 1225).

10. ——. Where a petitioning creditor agrees that the petition shall be dismissed in consideration of the debtor agreeing to pay the judgment debt by instalments, the creditor does not necessarily abandon his rights under the judgment, and, if he has not so abandoned them, he may issue a fresh notice for the unpaid balance (*In re Vogel ; Ex parte Anglo-Eastern Contract Co.*, 1913, 109 L. T. 325).

10. ——. Where a County Court judgment orders that a sum and costs be paid to the registrar, a bankruptcy notice requiring payment to the creditor is bad, as not being in accordance with the judgment. Form 6 (see Vol. II. p. 69) should be varied as required (see R. 136 (1)) (*In re A Debtor* (No. 484), [1908] 2 K. B. 692 ; 77 L. J. K. B. 998).

10. ——. A bankruptcy notice for part of a judgment debt is good where the rest of the debt has been discharged (*In re Debtor* (No. 2 of 1912), 1912, 106 L. T. 895).

10. ——. The addition of the words "or order" after the word "judgment" in a bankruptcy notice does not make the notice bad as departing from Form 6 (*In re Debtor* (No. 837 of 1912), [1912] 3 K. B. 243; 81 L. J. K. B. 1225).

10. ——. A bankruptcy notice requiring payment by the debtor to two persons as individuals cannot be founded on a judgment recovered by those persons trading as the —— Company. Such a notice is calculated to mislead the debtor (*In re A Judgment Debtor ; Ex parte Judgment Creditors*, [1908] 2 K. B. 474; 77 L. J. K. B. 968); and a notice calling on the debtor to pay the creditor or his solicitor is bad, not being in the terms of the judgment (*In re Debtor* (No. 305 of 1911), [1912] 2 K. B. 718; 80 L. J. K. B. 1264). But a bankruptcy notice is good if it gives an address of the creditor, at which there is someone authorised to receive payment or from which the creditor can be sent for, even if the creditor is using a different address during the currency of the notice (*In re Persse*, 1911, 55 S. J. 314). Thus a foreign creditor may serve a notice on a creditor requiring him to pay the debt at an address where the creditor or his authorised agent will be in attendance to receive payment. But a notice requiring the debtor to pay the debt at an address outside the realm is bad (*In re Debtor* (No. 1838 of 1911), [1912] 1 K. B. 53; 81 L. J. K. B. 107).

10. ——. A trustee in bankruptcy of a judgment creditor who has obtained leave, under Ord. 42, r. 23, to issue execution is entitled to enforce final judgment under sec. 1 of the Bankruptcy Act, 1890, and may serve a bankruptcy notice though he has been added as a party to the action, under Ord. 17, r. 4 (*In re Bagley*, [1911] 1 K. B. 317; 80 L. J. K. B. 168).

10. ——. After *In re O. C. S.*, [1904] 2 K. B. 161, add a reference to *In re A Bankruptcy Notice* (No. 2), 1906, 96 L. T. 133.

11. ——. The solicitor to a debtor sent out a circular to the creditors of his client in the following form :—"Dr. ——, physician and surgeon, has consulted me with reference to his financial position, and I shall be glad if you will attend a meeting of his creditors to be held here on Friday next." It was held that this notice did not amount to an act of bankruptcy within sec. 4 (1) (*h*) of the Bankruptcy Act, 1883 (*In re Debtor*, 1912, 56 S. J. 482).

11. ——. A circular sent to the creditors of a debtor, asking them to attend a meeting to discuss the affairs of the debtor, and the methods of continuing his business, may amount to an act of bankruptcy within sec. 4 (1) (*h*). So also may a proposal made to the creditors at such a meeting that they should be paid in full by instalments, partly in cash and partly in shares (*In re Midgley*, 1913, 108 L. T. 45).

11. ——. By sec. 12 of the Bankruptcy and Deeds of Arrangements Act, 1913, 3 & 4 Geo. v. c. 34, every married woman who carries on a trade or business, whether separately from her husband or not, is subject to the bankruptcy laws as if she were a *feme sole* (subsec. 1). Where a married woman carries on a trade or business, and a final judgment or order has been obtained against her, whether expressed to be payable out of her separate property or not, the judgment or order is available for bankruptcy proceedings against her by a bankruptcy notice as if she were personally bound to pay the judgment debt or sum ordered to be paid (subsec. 2). Where a bankrupt married woman has separate property subject to a restraint on anticipation, the Court may, on the application of the trustee, order that the whole or some part of the income be paid to the trustee for distribution among the creditors. In exercising this power the Court is to have regard to the means of subsistence available for herself and her children (subsec. 3). The husband of a bankrupt married woman is not entitled to claim any dividend in respect of money or other estate lent or entrusted to her for the purpose of her trade or business until all claims of the other creditors for valuable consideration in money or money's worth have been satisfied (subsec. 4).

11. ——. A married woman carrying on trade separately from her husband may be made a bankrupt although she has no separate property, though the Court will take the absence of separate property into consideration in the exercise of its jurisdiction. A trade belonging to a married woman, but managed by her husband, is carried on by her within the Married Women's Property Act, 1882 (*In re Simon*, [1909] 1 K. B. 201; 78 L. J. K. B. 392). In this case, *In re Helsby*, 63 L. J. Q. B. 261, was considered.

11. ——. In *In re Belton*, 1913, 108 L. T. 344, it was held that the Court could make a receiving order against a debtor after a Master in Lunacy had appointed a person receiver of the dividends and income of the debtor's property.

12. ——. A bankruptcy petition may be founded on an order to pay the purchase money in an action for specific performance (*In re Debtor* (No. 837 of 1912), [1912] 3 K. B. 242; 81 L. J. K. B. 1225).

12. ——. If a bankruptcy notice is withdrawn on a promise of payments by instalments by the debtor, and the instalments reduce the debt to under £50, there is not a sufficient debt to found bankruptcy proceedings (*In re A Debtor; Ex parte London and County Discount Co.*, 1909, 100 L. T. 380).

13. ——. The following condition is substituted for the condition contained in sec. 6 (1) (*d*) of the Bankruptcy Act, 1883, as one of the conditions under which a creditor may present a petition.

> "(*d*) The debtor is domiciled in England, or within a year before the date of the presentation of the petition has ordinarily resided, or had a dwelling-house or place of business, in England, or (except in the case of a person domiciled in Scotland or Ireland or a firm or partnership having its principal place of business in Scotland or Ireland) has carried on business in England, personally or by means of an agent or manager, or (except as aforesaid) is or within the said period has been a member of a firm or partnership of persons which has carried on business in England by means of a partner or partners, or an agent or manager."

14. ——. Apparently where a company presents a bankruptcy petition through an officer appointed for that purpose, it is not necessary that the resolution of the Board should be under seal, provided that the authority appointing him is (*In re Midgley*, 1913, 108 L. T. 45).

15. ——. A creditor who, though not bound by an assignment, has so acted as to be unable to rely on the deed as an act of bankruptcy, may present a petition founded on some other act of bankruptcy (*In re Mills*, [1906] 1 K. B. 389 ; 75 L. J. K. B. 247).

15. ——. A petition may be presented by a creditor who has assented to a proposed deed of assignment for the benefit of the creditors, provided he revokes his assent before the deed is executed. If two creditors join in a petition, and one of them is estopped from petitioning on the ground that he has assented to the act of bankruptcy on which the petition is founded, the petition is good if the other creditor has a debt of sufficient amount (*In re Jones ; Ex parte Associated Newspapers*, [1912] 3 K. B. 234 ; 81 L. J. K. B. 1178).

15. ——. A creditor who has assented to a deed of arrangement which proves to be void, *e.g.* because of a defect in its registration, is not precluded from presenting a bankruptcy petition (*In re Bagley*, [1911] 1 K. B. 317 ; 80 L. J. K. B. 168).

15. ——. A petition against a person whom the creditor knows to be carrying on business alone under a partnership name, must be served on the debtor personally (*In re Patrick ; Ex parte Hall*, 1912, 107 L. T. 624).

15. ——. If a petitioning creditor gives notice of discontinuance of his petition, and does not attend a subsequent hearing, and the petition is dismissed, he is not precluded by Rule 163 from presenting a fresh petition without leave of the Court (*In re Gentry*, [1910] 1 K. B. 825 ; 79 L. J. K. B. 585).

15. ——. When a petition is dismissed the Court has no jurisdiction to order the debtor to pay the petitioning creditor's costs. By sec. 105 (1) of the Act of 1883 and Rule 183 (1) these must be borne by the petitioning creditor (*In re A Debtor* (No. 1103), [1910] 1 K. B. 313 ; 79 L. J. K. B. 263).

15. ——. The rule set out in the note on the form of affidavit of truth of statements in the petition (see Vol. II. p. 72, Form 7), that the deponent should file a further affidavit verifying statements outside his own knowledge, should be strictly adhered to. An order for interrogatories or discovery will not be allowed in order to prove the statements in the petition (*In re A Debtor* (No. 7 of 1910), [1910] 2 K. B. 59 ; 79 L. J. K. B. 1065).

16. ——. In *In re Sunderland ; Ex parte Leech*, [1911] 2 K. B. 658 ; 80 L. J. K. B. 825, the question as to in what circumstances the Court ought to refuse to make a receiving order under sec. 7 (3) of the Bankruptcy Act, 1883, on the ground that there is no sufficient cause for making the order arose. The debtor, when he knew he was insolvent, received goods from the petitioning creditor on credit. The petitioning creditor refused to execute an assignment for the benefit of the creditors unless these goods were returned. The majority of the creditors resolved that the debtor be requested to execute the assignment and appointed a committee of inspection. The creditor suggested a name to serve on the committee, but did not vote, and did not sign the deed. He then recovered judgment and served the debtor with a bankruptcy notice. The Court of Appeal held that there was no sufficient cause why a receiving order should not be made.

16. ——. When proceedings on a petition are stayed under sec. 7 (5) of the Act of 1883, in order that the question of the debt be tried in an action, and the debtor is on terms to give security, the petitioning creditor is not bound to discharge the debt out of money paid into Court or by enforcing the security, but may proceed with the petition after establishing the debt (*In re Gentry*, [1910] 1 K. B. 825 ; 79 L. J. K. B. 585).

18. ——. As regards receiving orders made under sec. 103 (5) of the Bankruptcy Act, 1883, see sec. 10 of the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, *infra*, pp. 68–69.

21. ——. Where the Official Receiver or trustee has seized or disposed of any goods or property in the possession, or on the premises, of a debtor against whom a receiving order has been made, without notice of any claim by any other person, the Official Receiver or trustee is not liable for any loss or damage sustained by any person claiming the property, nor for the cost of any proceedings taken to establish a claim thereto, unless the Court considers that he has been guilty of negligence (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 23).

21. ——. As long as an Official Receiver is discharging a statutory duty of a judicial nature he is not liable for costs, but if he does anything which he is only empowered by statute to do and is not bound to do, costs may be given against him in the same way as against any other party. Thus in *In re Williams ; Ex parte Official Receiver*, [1913] 2 K. B. 88 ; 82 L. J. K. B. 459, the Court refused to interfere with an order made by the Registrar that the Official Receiver should pay the costs of an application to adjudicate a person bankrupt as a member of a firm in which he denied that he was a partner.

22. ——. A high bailiff of a county court when travelling to execute a warrant of an order of commitment under the Bankruptcy Act is entitled to his mileage allowance for the whole journey up to the time the debtor is lodged in prison (*In re Cropley*, [1911] 2 K. B. 309 ; 80 L. J. K. B. 822).

22. ——. At his public examination a debtor is bound to answer all questions which the Court puts or allows to be put to him, even if such questions tend to incriminate him. The scope of the inquiry extends to all matters which the Court may take into consideration under sec. 8 of the Act of 1890 on an application for discharge. The practice of not pressing incriminating questions in the case of a debtor who is in custody or on remand on a criminal charge is only a rule of convenience and tenderness, and should not be followed in cases where the bankrupt is likely to be extradited or handed over to colonial authorities under the Fugitive Offenders Act (*In re Atherton*, [1912] 2 K. B. 251 ; 81 L. J. K. B. 791).

24. ——. Where at a first meeting of creditors only one creditor who has proved attends, he forms a quorum and may appoint the trustee (*In re Thomas ; Ex parte Warner*, 1911, 55 S. J. 482).

25. ——. Where the Official Receiver is acting as trustee in any bankruptcy, composition, or scheme of arrangement, or if a trustee is acting without a committee of inspection, the Board of Trade may authorise payment to be made into or out of a local bank (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 20).

26. ——. The Court may approve a composition where the proposal provides reasonable security for the payment of 5s. in the pound on the unsecured debts. This amount is substituted for 7s. 6d., mentioned in the Bankruptcy Act, 1890, sec. 9 (3) (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 7).

26. ——. Where a bankrupt firm has English and foreign assets and creditors, the Court has power to sanction the pooling of all the assets and the rateable distribution of them between all the creditors (*In re Macfadyen ; Ex parte Vizianagaram Mining Co.* (No. 1), [1908] 1 K. B. 675 ; 77 L. J. K. B. 319).

27. ——. In *In re A Debtor* (No. 68 of 1911), [1911] 2 K. B. 652 ; 80 L. J. K. B. 1224, the Court of Appeal granted a new trial and ordered the costs to abide the event of the new trial. The plaintiff was adjudicated a bankrupt after the order of the Court of Appeal, but the bankruptcy was annulled before the hearing of the new trial. The new trial resulted in a verdict for the defendant, and the plaintiff was ordered to pay the defendant's costs of the new trial. The defendant served the plaintiff with a bankruptcy notice in respect of the costs of the first trial before the costs of the second trial had been taxed. It was held that the notice was good, and that the costs did not constitute a contingent liability under sec. 37 of the Bankruptcy Act, 1883, which could have been proved in the bankruptcy.

28. ——. A special manager who fails to render accounts may be ordered to do so within four days under sec. 102 (5) of the Act of 1883 (*In re Jones*, [1908] 1 K. B. 204 ; 77 L. J. K. B. 139).

28. ——. Where the Official Receiver or trustee has seized or disposed of any goods or property in the possession, or on the premises, of a debtor against whom a receiving order has been made, without notice of any claim by any other person, the Official Receiver or trustee is not liable for any loss or damage sustained by any person claiming the property, nor for the cost of any proceedings taken to establish a claim thereto, unless the Court considers that he has been guilty of negligence (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 23).

28. ——. In *In re Spink ; Ex parte Slater*, [1913] 108 L. T. 572, the Court allowed the trustee in Bankruptcy to sell the debtor's business to a private company, which had been promoted by the trustee and the committee of inspection, and in which those persons were interested as directors, shareholders, and officers.

30. ——. As to the duty of the trustee to act on his own discretion with the assistance of the committee of inspection, and not to apply to the Court under sec. 89 (3) of the Act of 1883, see *In re Pilling ; Ex parte Salaman*, [1906] 2 K. B. 644 ; 75 L. J. K. B. 739.

31. ——. The trustee may set off the penal interest of 20 per cent. imposed by sec. 74 of the Act of 1883 on sums over £50 which he retains in his hands for more than ten days against sums due to him from the estate. Such interest is in the nature of a debt due to the estate (*In re Sims ; Ex parte Board of Trade*, [1907] 2 K. B. 36 ; 76 L. J. K. B. 849). The penal interest is not the measure of damage to the bankrupt's estate, and therefore a surety who is liable to make good " any loss or damage " to the estate occasioned by the default of the trustee is not liable for such interest (*Board of Trade* v. *Employers' Liability Assurance Corporation*, [1910] 2 K. B. 649 ; 79 L. J. K. B. 1001).

31. ——. A trustee may retain a portion of a dividend due to a creditor to meet the costs of proceedings brought against him which the creditor has been ordered to pay (*In re Mayne ; Ex parte Official Receiver*, [1907] 2 K. B. 899 ; 76 L. J. K. B. 1086).

31. ——. At the meeting of creditors under sec. 22 of the Bankruptcy Act, 1883, a person may be appointed a member of the committee of inspection, subject to his subsequently becoming the holder of a general proxy or general power of attorney. A person who is so appointed is not qualified to act until he holds such proxy or power of attorney (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 17).

32. ——. Transactions by a bankrupt with a person dealing with him *bona fide* and for value with respect to real and personal property acquired by the bankrupt after adjudication, are valid against the trustee if completed before the trustee intervenes, and any estate or interest in such property which under the previous Acts is vested in the trustee determines and passes as may be necessary to give effect to the transaction. This provision applies to transactions with respect to real property completed before the beginning of the Act in cases where the trustee did not intervene before that date. For the purposes of this provision the receipt of any money, security, or negotiable instrument for, or by the order or direction of, a bankrupt by his banker, and any payment and any delivery of any security or negotiable instrument made to, or by the order or direction of, a bankrupt by his banker is deemed to be a transaction by the bankrupt with his banker dealing with him for value (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 11 (1)). Bankers must inform the Board of Trade of the accounts of persons whom they discover to be undischarged bankrupts, unless they are satisfied that the accounts are on behalf of some other person. After giving such notice a banker must not make any payment out of the account except under the order of the Court or in accordance with instructions from the trustee, unless no instructions have been received from the trustee at the expiration of one month from the date of the notice (s. 11 (2)). Where a second or subsequent receiving order is made against a bankrupt, property acquired by him since the last preceding bankruptcy which has not been distributed at the date of the subsequent petition vests in the trustee in the subsequent bankruptcy, subject to any disposition thereof made by the Official Receiver or trustee in the preceding bankruptcy without knowledge of the subsequent petition, and subject to the provisions of sec. 11 (1). The trustee in the preceding bankruptcy may prove for the unsatisfied balance of debts provable in the preceding bankruptcy (s. 11 (3)). Where a trustee in bankruptcy receives notice of a subsequent petition, he must hold all property in his possession which has been acquired by the bankrupt since his adjudication until the subsequent petition is disposed of. If an order of adjudication is made on the subsequent petition, he must transfer all such property, after deducting his costs and expenses, to the trustee in the subsequent bankruptcy (s. 11 (4)).

32. ——. A payment of money, or delivery of property to a person who is subsequently adjudged bankrupt, or to a person claiming by assignment from him, is a good discharge, if the payment or delivery is made before the actual date on which the receiving order is made, and (except in cases where the receiving order is made under sec. 103 (5) of the Bankruptcy Act, 1883) without notice of the presentation of a bankruptcy petition, and is either pursuant to the ordinary course of business or otherwise *bona fide* (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 10).

32. ——. Where the goods of a debtor, against whom a receiving order has been made, are held by any other person by way of pledge, pawn, or other security, the Official Receiver or trustee may inspect the goods after giving notice in writing, and where such notice has been given, the person holding the goods may not realise his security until he has given the trustee a reasonable opportunity of inspecting the goods and exercising his right to redeem (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 26).

32. ——. Where a bankrupt owns a copyright in any work or any interest in any such copyright, and is liable to pay royalties or a share of the profits to the author, the trustee may not sell any copies of the work, or perform or authorise the performance of the work, unless he pays to the author such sums as would have been payable by the bankrupt, nor may he assign the right or transfer the interest or grant any interest in the right by a licence except upon terms which secure to the author payments at a rate not less than that which the bankrupt was liable to pay, unless he gets the consent of the author or of the Court (Bankruptcy and Deeds of Arrangement Act, 1913, 2 & 4 Geo. v. c. 34, sec. 25).

32. ——. A trustee cannot retain for distribution between the creditors, money which it is contrary to fair dealing to so retain. It is immaterial under what circumstances the trustee has become possessed of the money (*In re Tyler ; Ex parte Official Receiver*, [1907] 1 K. B. 865 ; 76 L. J. K. B. 541 ; *In re Hall ; Ex parte Official Receiver*, [1907] 1 K. B. 875 ; 76 L. J. K. B. 546).

32. ——. In *In re Prigoshen ; Ex parte Official Receiver*, [1912] 2 K. B. 494 ; 81 L. J. K. B. 1199, the trustee under a deed of assignment for the benefit of the debtor's creditors, had possession of the key of the debtor's business premises where the debtor's stock-in-trade was kept. Satisfactory guarantees having been given to the trustee, he did not proceed under the deed, and, with the consent of the creditors, he handed the key back to the debtor. On the debtor becoming bankrupt within three months without any assets, the trustee under the assignment was held liable to pay the value of the stock-in-trade to the trustee in bankruptcy. The question whether he had any rights against the creditors was not argued.

32. ——. If a debtor transfer his business to a company, and the transfer is set aside as an act of bankruptcy, a receiver appointed by the debenture holders who has been carrying on the business is liable to account to the trustee for the assets which he has received. (*In re Goldburg ; Ex parte Page*, [1912] 1 K. B. 606 ; 81 L. J. K. B. 663).

32. ——. In *In re Burge ; Ex parte Skyrme*, [1912] 1 K. B. 393 ; 81 L. J. K. B. 721, a stockbroker who was authorised to deposit his client's securities to secure an overdraft in respect of the unpaid purchase money owing in respect of them, pledged them with the bank to secure his own overdraft. On the stockbroker becoming bankrupt, the bank sold the securities and handed the balance, after satisfying their debt, to the trustee. It was held that the client was entitled to have such surplus applied in reducing the amount due to him from the stockbroker.

32. ——. *In re Eastgate ; Ex parte Ward* was followed in *Tilley* v. *Bowman*, [1910] 1 K. B. 745 ; 79 L. J. K. B. 547.

32. ——. The right to continue an action to set aside orders made in a previous action, in which the bankrupt claimed property which would pass to the trustee if recovered, passes to the trustee. A bankrupt cannot bring an action to set aside the judgment on which the bankruptcy proceedings are founded on the ground of fraud. His proper method is to contest the petitioning creditor's judgment in the bankruptcy proceedings (*Boaler* v. *Power*, [1910] 2 K. B. 229 ; 79 L. J. K. B. 486).

33. ——. Where a bankrupt is entitled to a sum of money under a contract of indemnity, which sum of money the bankrupt is liable to pay over to a principal creditor, the trustee in bankruptcy cannot retain the sum as against the principal creditor (*In re Richardson ; Ex parte St. Thomas's Hospital* (*Governors*), [1911] 2 K. B. 705 ; 80 L. J. K. B. 1232).

33. ——. A bankrupt cannot deal with real property acquired after his bankruptcy so as to give even a *bona-fide* purchaser for value, without knowledge of the bankruptcy, a good title as against the trustee. It is immaterial whether the bankrupt's interest be equitable or legal (*Official Receiver* v. *Cooke*, [1906] 2 Ch. 661 ; 75 L. J. Ch. 757).

33. ——. An "additional allowance" granted to a civil servant on retirement under sec. 1 of the Superannuation Act, 1909, 9 Edw. VII. c. 10, is compensation granted by the Treasury within sec. 53 (2) of the Bankruptcy Act, 1883, and is the property of the bankrupt, subject to the provisions of that section, and does not pass to the trustee (*In re Lupton ; Ex parte Official Receiver*, [1912] 1 K. B. 107 ; 81 L. J. K. B. 177).

34. ——. The principle of *Cohen* v. *Mitchell*, 1890, 25 Q. B. D. 262, only applies to transactions for value, and therefore the next-of-kin cannot retain as against the trustee shares of after-acquired property received by them in good faith and without notice of the bankruptcy on their part or that of the administrator (*In re Bennett ; Ex parte Official Receiver*, [1907] 1 K. B. 149 ; 76 L. J. K. B. 134). The principle was, however, extended to a case where two undischarged bankrupts acquired real estate in partnership, and sold it before the intervention of either of the trustees (*In re Kent County Gas Co.*, [1909] 2 Ch. 195 ; 78 L. J. Ch. 625). It applies to a chose in action, the title to which accrues to the bankrupt between the bankruptcy and the discharge (*In re Behrend's Trust ; Surman* v. *Biddell*, [1911] 1 Ch. 687 ; 80 L. J. Ch. 394).

35. —— The question whether an undischarged bankrupt who is suing for a commission for obtaining a loan, and whose trustee in bankruptcy claims any money due to him, is a nominal plaintiff or not, and as such should give security for costs, was raised in *Affleck* v. *Hammond*, [1912] 3 K. B. 162 ; 81 L. J. K. B. 565. In this case it was proved that the total earnings of the bankrupt for the twelve months previous, including the amount for which he was suing, were under £100. It was held that the sum claimed in the action was his personal earnings necessary for his maintenance, and therefore did not vest in the trustee. As a result of this finding, it was further held that the bankrupt was not a nominal plaintiff, and need not give security for costs.

36. ——. A person whose goods have been decided to be in the order and disposition of the bankrupt may prove for damages owing to the goods not having been returned in accordance with his contract with the bankrupt (*In re Button ; Ex parte Haviside*, [1907] 2 K. B. 180 ; 76 L. J. K. B. 833).

36. ——. In the Irish case of *Hollinshead* v. *Egan*, [1913] A. C. 564 ; 83 L. J. P. C. 74, it was held that where the grantor of a bill of sale remained in possession of the goods comprised therein, under the provisions of sec. 7 of the Bills of Sale (Ireland) Act (1879) Amendment Act, 1883, and became bankrupt before any instalment became due under the bill of sale, the goods were in his possession, order, or disposition with the consent of the true owner within sec. 313 of the Irish Bankrupt and Insolvent Act, 1857, and that the assignee was entitled to retain the goods as against the grantee under the bill of sale.

36. ——. Under a settlement of after-acquired furniture for the use of a wife there need not be a formal delivery to the trustees of the settlement ; it is sufficient if the furniture is in fact used in accordance with the terms of the settlement (*In re Magnus ; Ex parte Salaman*, [1910] 2 K. B. 1049 ; 80 L. J. K. B. 71).

37. ——. When two promoters registered a corporation, all the profits of which were divided between them, and which they completely controlled, and through the corporation floated a company, which was subsequently compulsorily wound up, the liquidator of the company was allowed to prove in the bankruptcy of the one of the promoters for a secret profit made by the corporation, which was a mere *alias* of the promoters (*In re Darby ; Ex parte Brougham*, [1911] 1 K. B. 95 ; 80 L. J. K. B. 180).

38. ——. Where a bankruptcy petition was dismissed by the Registrar of the County Court, and subsequently his decision was reversed by the Divisional Court, the receiving order, although dated on the date of the decision of the Registrar, was held not to affect transactions between the debtor and his bank between that date and the date of the decision of the Divisional Court, the bank having acted throughout in good faith and without notice of the proceedings (*In re Teale ; Ex parte Blackburn*, [1912] 2 K. B. 367 ; 81 L. J. K. B. 1243).

38. ——. As to enforcing the attendance of a witness at a private examination under sec. 27 of the Act of 1883, see *In re Weinberg ; Ex parte Official Receiver*, 1907, 96 L. T. 790. At such an examination counsel for a witness may take a note of his evidence for the purposes of re-examination (*In re Walker ; Ex parte Childe*, 1909, 100 L. T. 860).

39. ——. The title of the trustee relates back to the actual moment of the act of bankruptcy. A distress levied on the same day as an act of bankruptcy is levied either before or after the act of bankruptcy, according to the respective times of the act of bankruptcy and the distress (*In re Bumpus ; Ex parte White*, [1908] 2 K. B. 330 ; 77 L. J. K. B. 563).

39. ——. Where a debtor against whom a petition has been presented obtains an adjournment of the petition by means of a payment to the petitioning creditor, on the false representation that the payment is made not by himself, but by a third party, the trustee is not debarred from claiming the money from the petitioning creditor (*In re Aswhell; Ex parte Salaman*, [1912] 1 K. B. 390; 81 L. J. K. B. 177).

39. ——. Where goods in the possession of an execution debtor at the time of seizure by a sheriff, high bailiff, or other officer charged with the enforcement of a writ, warrant, or other process of execution, are sold, without any claim being made, the purchaser acquires a good title to the goods, and no person is entitled to recover against the sheriff, high bailiff, or other officer, or any one lawfully acting under their authority, except as provided by the Bankruptcy Acts, 1883 and 1890, for any sale of the goods or for paying over the proceeds thereof, prior to the receipt of a claim to the said goods, unless it is proved that the person from whom recovery is sought had notice or might, by making reasonable inquiry, have ascertained that the goods were not the property of the execution debtor. This provision does not affect the right of any claimant to prove that at the time of sale he had a title to the goods seized and sold to any remedy to which he is entitled against any person other than the sheriff, high bailiff, or other officer (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 15).

39. ——. As to the effect of sec. 45 on a garnishee order absolute which has not been completed by the actual receipt of the debt, see *In re Bagley*, [1911] 1 K. B. 317; 80 L. J. K. B. 168.

40. ——. Neither the claimant's costs, the execution creditor's costs, nor the sheriff's costs of interpleader are "costs of the execution" within sec. 11 of the Bankruptcy Act, 1890, so as to be payable out of the debtor's estate (*In re Rogers; Ex parte Sheriff of Sussex*, [1911] 1 K. B. 104, 641; 80 L. J. K. B. 418).

40. ——. The release of a right or a compromise of a claim may make a person "a purchaser" within the meaning of sec. 47 of the Bankruptcy Act, 1883. In *In re Pope; Ex parte Dicksee*, [1908] 2 K. B. 169; 77 L. J. K. B. 767, it was held that a post-nuptial settlement made by a husband in consideration of his wife's not taking divorce proceedings against him was good as against the trustee.

40. ——. The following subsections are substituted for subsection (2) of section 47 of the Bankruptcy Act, 1883, which relates to the avoidance of settlements:—

"(2) Any covenant or contract made by the person (hereinafter called the settlor) in consideration of his or her marriage, either for the future payment of money for the benefit of the settlor's wife or husband or children, or for the future settlement on or for the settlor's wife or husband or children of property wherein the settlor had not at the date of the marriage any estate or interest, whether vested or contingent, in possession or remainder, and not being money or property in right of the settlor's wife or husband, shall, if the settlor is adjudged bankrupt and the covenant or contract has not been executed at the date of the commencement of his bankruptcy, be void against the trustee in bankruptcy, except so far as it enables the persons entitled under the covenant or contract to claim for dividend in the settlor's bankruptcy under or in respect of the covenant or contract, but any such claim to dividend shall be postponed until all claims of the other creditors for valuable consideration in money or money's worth have been satisfied.

"(2A) Any payment of money (not being payment of premiums on a policy of life assurance) or any transfer of property made by the settlor in pursuance of such a covenant or contract as aforesaid shall be void against the trustee in the settlor's bankruptcy, unless the persons to whom the payment or transfer was made prove, either—

" (*a*) that the payment or transfer was made more than two years before the date of the commencement of the bankruptcy ; or

" (*b*) that at the date of the payment or transfer the settlor was able to pay all his debts without the aid of the money so paid or the property so transferred ; or

" (*c*) that the payment or transfer was made in pursuance of a covenant or contract to pay or transfer money or property expected to come to the settlor from or on the death of a particular person named in the covenant or contract and was made within three months after the money or property came into the possession or under the control of the settlor :

but, in the event of any such payment or transfer being declared void, the persons to whom it was made shall be entitled to claim for dividend under or in respect of the covenant or contract in like manner as if it had not been executed at the commencement of the bankruptcy " (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 13).

40. ——. In an action to set aside a voluntary settlement on the bankrupt's wife, she cannot set off an unsecured debt due to her from the bankrupt (*Lister* v. *Hooson,* [1908] 1 K. B. 174 ; 77 L. J. K. B. 161).

41. ——. Where a deed declares that the settlor or other trustees shall stand seised of the property on trust for sale, and to hold the proceeds on certain trusts, the settlor is divested of all interest in the property. If the settlor was solvent apart from the trust property, the settlement is valid on the settlor's bankruptcy within ten years, even if there is no actual transfer to trustees (*Shrager* v. *March,* [1908] A. C. 402 ; 77 L. J. P. C. 105).

42. ——. Where a person who is engaged in any trade or business assigns his existing or future book debts, or any class thereof, and is subsequently adjudged bankrupt, the assignment is void against the trustee as regards any debts not paid at the commencement of the bankruptcy, unless the assignment has been registered as if it were a bill of sale given otherwise than by way of security for money, and the Bills of Sale Act, 1878, applies with such modifications as may be made by rules under that Act. This provision does not render void an assignment of book debts due at the date of the assignment from specified debtors or of debts growing due under specified contracts, or of book debts included in the transfer of any business made *bona fide* and for value, or in any assignment of assets for the benfit of creditors generally. " Assignments " for the purpose of these provisions include assignments by way of security and other charges on book debts (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 14).

42. ——. Where the donee under a voluntary settlement sells the property comprised in the settlement to a *bona fide* purchaser for value without notice of any act of bankruptcy, such purchaser obtains a good title against the trustee in bankruptcy of the settlor, even if the purchase is subsequent to the act of bankruptcy (*In re Hart ; Ex parte Green,* [1912], 3 K. B. 6 ; 81 L. J. K. B. 1213. This decision was followed in *In re Shrager,* 1913, 108 L. T. 346).

42. ——. After *Tomkins* v. *Saffery*, 3 App. Cas. 213, add a reference to *In re Johnson ; Ex parte White*, 1908, 99 L. T. 305.

42. ——. In *In re Ramsay ; Ex parte Deacon*, [1913] 2 K. B. 80 ; 82 L. J. K. B. 526, the Court held on the facts that there was a fraudulent preference, there being no real pressure on the debtor. Evidence of other acts of preference by the debtor about the same time was admitted as showing the debtor's intent.

43. ——. *In re Tollemache*, 13 Q. B. D. 727, was distinguished in *In re Peel ; Ex parte Honour*, 1913, 109 L. T. 223, where it was held that where a trustee rejects a proof on the ground that the debt was contracted with notice of an act of bankruptcy, the onus is on the trustee to prove that the creditor had notice of the act of bankruptcy.

44. ——. The rule as to trust property not vesting in the trustee in bankruptcy extends to property which the bankrupt honestly believes he holds in trust, even if there may not be a valid trust, if it would be inequitable to allow the trustee's claim to prevail (*In re Bell*, 1908, 99 L. T. 939).

44. ——. As to the position of a trustee of leaseholds who becomes bankrupt, see *St. Thomas' Hospital* v. *Richardson*, [1910] 1 K. B. 271 ; 79 L. J. K. B. 488.

45. ——. If on the release, removal, resignation, or death of a trustee the Official Receiver is acting as trustee, he may disclaim any onerous property which might have been disclaimed by the trustee under sec. 55 of the Bankruptcy Act, 1883, even if the time prescribed by that section has expired, but the Official Receiver may only exercise this power within twelve months after becoming trustee or of becoming aware of the existence of such property, whichever period last expires (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 19 (2)).

45. ——. A lessee of land mortgaged portions of it to four different mortgagees, but the mortgages did not embrace the whole of the land. His trustee in bankruptcy disclaimed the lease, and the mortgagees were held entitled to a vesting order of the whole of the land as compensation for their liability for the whole of the ground rent (*In re Holmes ; Ex parte Ashworth*, [1908] 2 K. B. 812 ; 77 L. J. K. B. 1129).

46. ——. Where the trustee of a bankrupt defendant is added as defendant, but does not enter an appearance, he is not liable for costs (*Dansk Rekylriffel Syndikat* v. *Snell*, [1908] 2 Ch. 127 ; 77 L. J. Ch. 352).

46. ——. The bankrupt was a director of a company, and also a partner in a firm which acted as agents and managers of the company. He or his firm pledged bills of lading of the company, and wrongfully used the money for the purposes of the firm. It was held that the bankrupt had been guilty of a breach of trust to the company, and that the company could prove, under Sched. II., r. 18, of the Bankruptcy Act, 1883, against his separate estate as well as the joint estate (*In re Macfadyen ; Ex parte Vizianagaram Mining Co.* (No. 2), [1908] 2 K. B. 817 ; 77 L. J. K. B. 1027).

46. ——. Where a trader fraudulently assigns his business to a one man company, and induces a mortgagee of the business to exchange his mortgage for debentures in the business, the debenture-holder is not entitled to be put back into his original position on the assignment being set aside, in the trader's bankruptcy, but may prove for damages in the bankruptcy (*In re Goldburg; Ex parte Silverstone*, [1912] 1 K. B. 384; 81 L. J. K. B. 382).

47. ——. Line 24, *for* "1878, 8 Ch. D.," *read* "1881, 18 Ch. D."

47. ——. If a secured creditor values his securities in a block, and proves for the balance, he does not thereby acquire any right of consolidation which he had not before the bankruptcy (*In re Pearce's Trusts*, [1909] 2 Ch. 492; 78 L. J. Ch. 628). A mortgagee need not value different parcels included in the same mortgage deed separately. If he does, he may still realise out of one parcel the total sum he is entitled to in respect of the whole security (*ibid.*).

47. ——. A proof which has not been used for the purpose of voting nor of claiming a dividend may be withdrawn without the consent of either the Court or the trustee. Where a moneylender withdraws such a proof, the Court has no power to deal with the transaction, as its jurisdiction is confined to cases under sec. 1 (3) of the Moneylenders Act, 1900, 63 & 64 Vict. c. 51, in which there is an application before the Court as to the admission or amount of the proof (*In re Attree; Ex parte Ward*, [1907] 2 K. B. 868).

47. ——. Commission paid to a commercial traveller was held to be "salary" within sec. 1 (1) (*b*) of the Preferential Payments in Bankruptcy Act, 1888 (*In re Klein*, 1906, 22 T. L. R. 664).

48. ——. An author who has sold his copyright in consideration of a royalty can only prove for damages for breach of contract in respect of royalties received after the bankruptcy of the publisher. He is not entitled to the full amount of the royalties (*In re Richards; Ex parte Deeping*, [1907] 2 K. B. 33; 76 L. J. K. B. 643).

48. ——. The purchaser, under an agreement declared by the Court to be fraudulent and void as against the creditors, cannot prove for the consideration paid by him to the bankrupt (*In re Meyers; Ex parte Meyers*, [1908] 1 K. B. 941; 77 L. J. K. B. 386).

49. ——. Amounts payable by a husband to a wife, under a deed of separation, are provable in bankruptcy, and therefore the husband's bankruptcy discharges him from liability (*Victor* v. *Victor*, [1912] 1 K. B. 247; 81 L. J. K. B. 354).

49. ——. The husband of a bankrupt married woman is not entitled to claim any dividend in respect of money or other estate lent or entrusted to her for the purpose of her trade or business until all claims of the other creditors for valuable consideration in money or money's worth have been satisfied (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 12 (4)).

50. ——. Line 41, *for* "debtor," *read* "creditor."

50. ——. The trustee may go behind any judgment against, covenant to pay by, or account settled with, the bankrupt. If the bankrupt is estopped from denying a liability, the estoppel does not extend to the trustee (*In re Van Laun; Ex parte Chatterton*, [1907] 2 K. B. 23; 76 L. J. K. B. 614).

50. ——. A money-lending transaction by an unregistered money-lender is unlawful, and therefore if he has recovered judgment against the borrower, and has arranged with him for payment of the judgment debt by instalments, the trustee in bankruptcy of the borrower may go behind the whole transaction and reject a proof by the money-lender (*In re Campbell; Ex parte Seal*, [1911] 2 K. B. 992; 81 L. J. K. B. 154).

50. ——. Where a judgment debt is founded on an award, and there is no suggestion of fraud or improper conduct on the part of the arbitrator, the Court will not go behind the judgment and open the award (*In re Newry; Ex parte Whiteman*, 1912, 107 L. T. 832).

51. ——. In dealing with proofs of debts to which sec. 23 of the Bankruptcy Act, 1890, applies, the following rules are to be observed :—(*a*) Any account settled between the debtor and the creditor within three years preceding the date of the receiving order may be examined, and, if it appears that the settlement of the account forms substantially one transaction with any debt alleged to be due out of the debtor's estate (whether in the form of renewal of a loan or capitalisation of interest or ascertainment of loans or otherwise), the account may be re-opened and the whole transaction treated as one; (*b*) Any payments made by the debtor to the creditor before the receiving order, whether by way of bonus or otherwise, and any sums received by the creditor before the receiving order from the realisation of any security for the debt shall, notwithstanding any agreement to the contrary, be appropriated to principal and interest in the proportion that the principal bears to the sum payable as interest at the agreed rate; (*c*) Where the debt due is secured and the security is realised after the receiving order, or the value thereof is assessed in the proof, the amount realised or assessed shall be appropriated to the satisfaction of principal and interest in the proportion that the principal bears to the sum payable as interest at the agreed rate (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 22).

51. ——. Section 14 of the Debtor's Act, 1869, relating to false claims by creditors, is extended to persons claiming to be creditors (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 2 (6)).

51. ——. As a general rule a debtor can not, under Sched. II., r. 28, apply to have a creditor's proof expunged unless a composition or scheme is before the Court. In exceptional cases, however, the Court will entertain such an application (*In re Benoist*, [1909] 2 K. B. 784; 78 L. J. K. B. 1105).

51. ——. In *In re Pilling*, [1909] 2 K. B. 788; 78 L. J. K. B. 1107, a debtor applied to expunge a creditor's proof while a scheme was under consideration. The application was refused with costs. Ultimately the scheme was not accepted, and the bankruptcy proceeded. The Court refused an application by the creditor to have his costs paid in full out of the estate, and also refused to make an order adding the costs on to the debt so as to enable the creditor to prove for them.

51. ——. A vendor is entitled, under sec. 38 of the Bankruptcy Act, 1883, to set against a claim by a trustee in bankruptcy for the return of purchase money, damages caused by the fraud of the bankrupt which induced the contract (*Tilley* v. *Bowman*, [1910] 1 K. B. 745; 79 L. J. K. B. 547).

51. ——. A mortgagee, who has realised his security between the death of the mortgagor and an order for the administration of his estate, cannot set off the balance, after satisfying the mortgage debt, against simple contract debts due to him from the mortgagor. He holds such balance as trustee for the devisee of the equity of redemption (*In re Gedney*; *Smith* v. *Grummitt*, [1908] 1 Ch. 804; 77 L. J. Ch. 428).

51. ——. As to the setting off of debentures of a petitioning company, see *In re A Debtor ; Ex parte Peak Hill Goldfield, Ltd.*, [1909] 1 K. B. 430; 78 L. J. K. B. 354.

51. ——. In *In re Kent County Gas Light & Coke Co.*, [1913] 1 Ch. 92; 82 L. J. Ch. 28, a firm which consisted of two partners promoted a company and sold to it a business at a large secret profit. Both the partners were bankrupt, but only one of them had any assets, and the company, being in compulsory liquidation, the liquidator proved in the bankruptcy of that one only, and received a dividend in respect of damages for breach of trust. Two of the shareholders were nominees of the firm, and the liquidator sought to retain the amounts of their dividends in the liquidation and set them off against the claim of the company against the firm. It was held, however, that as the liquidator had only proved as against one partner, and as neither partner had been an express trustee, Schedule II., r. 18, did not apply, inasmuch as the fiduciary relationship of the partners did not constitute a " distinct contract " within that rule.

51. ——. Costs forming part of the petitioning creditor's debt cannot be set off against a debt due from the petitioning creditor to the debtor, even if the latter debt be in the nature of costs (*In re S. ; Ex parte Peak Hill Goldfield, Ltd.*, [1907] 2 K. B. 896; 76 L. J. K. B. 1144).

51. ——. A judgment creditor who has brought an unsuccessful petition cannot set off the judgment debt against the costs of the petition. Refusal to pay such costs is contumacy within sec. 5 of the Debtors Act, 1869 (*In re Drummond ; Ex parte Ashmore*, [1909] 2 K. B. 622; 78 L. J. K. B. 935).

51. ——. After *In re Mid-Kent Fruit Co.*, [1896] 1 Ch. 567, add a reference to *In re Rusforth ; Ex parte Holmes*, 1906, 95 L. T. 807; *In re Taylor*, [1910] 1 K. B. 562; 79 L. J. K. B. 610.

52. ——. Under Rule 120 the trustee to whom notice of taxation is to be given is the trustee at the time of the taxation (*In re Smith*, [1910] 2 K. B. 346; 80 L. J. Ch. 16).

52. ——. As to the requirements of the Bankruptcy Rules as to notices of application for discharge, see *In re Spratly*, [1909] 1 K. B. 559; 78 L. J. K. B. 390.

52. ——. Section 3 (1) of the Bankruptcy (Discharge and Closure) Act, 1887, 50 & 51 Vict. c. 66, does not apply to liquidation by arrangement under the Bankruptcy Act, 1869, 32 & 33 Vict. c. 71, sec. 125. The survivor of two trustees appointed under that section continues to be trustee in the liquidation if no resolution closing it has been passed (*In re Barton ; Tomlins* v. *Latimer*, [1909] 2 K. B. 841; 79 L. J. K. B. 29).

53. ——. On an application for discharge, if the only fact referred to in subsec. (2) of sec. 8 of the Bankruptcy Act, 1890, is that the bankrupt's assets are not of the value of 10s. in the pound, the discharge may be suspended for a period of less than two years (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 6).

53. ——. It is only under very exceptional circumstances that a bankrupt's discharge will be refused unconditionally. Delay in making the application is not such a circumstance. When an order made on an application for discharge is varied on appeal, it is dated on the day of the application, and takes effect from the day on which the order appealed is drawn up (*In re Pearse ; Ex parte Bankrupt*, 1912, 107 L. T. 859).

54. ——. The onus lies on the party opposing the discharge to prove the facts set out in sec. 8 (2) and (3) of the Act of 1890. The Official Receiver's report is, however, *primâ facie* evidence (s. 5) (*In re Van Laun ; Ex parte International Assets Co.*, 1907, 14 Mans. 281 ; 23 T. L. R. 371).

54. ——. A discharge cannot be suspended until two conditions, one as to time and the other as to payment, have been fulfilled (*In re Walmsley*, 1907, 98 L. T. 55).

54. ——. As to the revocation of a discharge, granted conditionally on judgment being entered up, and the payment of instalments, on the ground of non-payment of the instalments, see *In re Summers ; Ex parte Official Receiver*, [1907] 2 K. B. 166 ; 76 L. J. K. B. 707.

54. ——. On an application for discharge by a bankrupt, the Court may take into consideration other offences and facts, *e.g.* lapse of time and good behaviour, than those mentioned in the official receiver's report (*In re Shields*, 1912, 106 L. T. 345).

55. ——. In *In re Bonacina ; Le Brasseur* v. *Bonacina*, [1912] 2 Ch. 394 ; 81 L. J. Ch. 674, a foreigner was adjudicated bankrupt in this country in 1897. He did not disclose a debt due to a fellow-countryman, who was not aware of the proceedings. The bankrupt received his discharge in 1901, and in 1906 he made an acknowledgment of the debt to the creditor, which satisfied the law of the foreign country. It was held that the bankrupt was not discharged from the liability to pay the debt.

56. ——. The Board of Trade may remove a trustee from his office if it considers that the trusteeship is being needlessly protracted without any probable advantage to the creditors. If the creditors disapprove of the removal by an ordinary resolution, he or they may appeal to the High Court (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 19 (1)).

56. ——. Subject to rules under the Bankruptcy Act, 1883, the enactments relating to bankruptcy apply to limited partnerships as if they were ordinary partnerships, and on all the general partners of a limited partnership being adjudged bankrupt, the assets of the partnership vest in the trustee (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 24 (1)). The provisions of the Companies (Consolidation) Act, 1908, relating to winding up of limited partnerships, are repealed as regards England (s. 24 (2)).

57. ——. Last line, *for* "£3," *read* "£2."

57. ——. The provisions of rule 112 (2) as to the reduction of costs in small bankruptcies do not apply to the costs of the trustee's solicitor in taking out administration to the estate of the bankrupt's wife (*In re Weighill ; Ex parte Official Receiver*, [1909] 1 K. B. 92 ; 78 L. J. K. B. 86).

58. ——. Line 40, *for* "part," *read* "paid."

58. ——. Sections 27, 73, and 121 of the Bankruptcy Act, 1883, and sec. 6 (2) of the Bankruptcy (Discharge and Closure) Act, 1887, are applied to the administration in bankruptcy of the estates of persons dying insolvent, and sec. 125 of the Bankruptcy Act, 1883, has effect as if the above provisions were included among the provisions applied by subsec. 6 of that section, but subject to any modification which may be made by general rules for adapting them as may be necessary (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 21 (1)).

58. ——. Section 122 (5) applies to creditors whose debts have accrued due after the administration order and before the creditor had notice of the order (*Pearson* v. *Wilcock*, [1906] 2 K. B. 440 ; 75 L. J. K. B. 717).

59. ——. A person who has supplied goods to an executor, for the use of a deceased's business, is not a creditor of the deceased debtor within sec. 125 of the Bankruptcy Act, 1883 (*In re Kitson ; Ex parte Sugden*, [1911] 2 K. B. 109 ; 80 L. J. K. B. 1147).

59. ——. Proceedings in Chancery will be transferred to bankruptcy unless special reasons exist (*In re Kenward ; Hammond* v. *Eade*, 1906, 94 L. T. 277 ; 22 T. L. R. 39).

59. ——. Under section 125 of the Bankruptcy Act, 1883, the Court has power to transfer proceedings from the Chancery Division to the Bankruptcy Court at any stage of the proceedings, even after judgment (*In re Tarr ; Darley* v. *Tarr*, 1912, 57 S. J. 60).

59. ——. A petition for the administration of the estate of a deceased debtor under sec. 125 of the Bankruptcy Act, 1883, may be presented by the legal personal representative of the debtor (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 21 (3)).

59. ——. If no committee of inspection is appointed under sec. 21 (3) of the Bankruptcy Act, 1890, in the case of a person dying insolvent, the Board of Trade may act in the place of such a committee (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 21 (2)).

59. ——. The power to disclaim onerous property applies to administration under sec. 125 (*In re Mellison ; Ex parte Day*, [1906] 2 K. B. 68 ; 75 L. J. K. B. 595).

61. ——. When a creditor of a deceased person takes out an originating summons for the administration of his estate in Chancery, and another person who has supplied goods to the deceased's executor after the debtor's death, but for use in his business which the executor is carrying on, presents a petition on the same day under sec. 125 of the Bankruptcy Act, 1883, on which an order for administration in Bankruptcy is made, the creditor is a person aggrieved and entitled to appeal (*In re Kitson ; Ex parte Sugden*, [1911] 2 K. B. 109 ; 80 L. J. K. B. 1147).

61. ——. Under rule 130 of the Bankruptcy Rules, 1886, the appeal must be entered within twenty-one days from the date of the perfecting of the order (*In re Taylor ; Ex parte Bolton*, [1909] 1 K. B. 103 ; 78 L. J. K. B. 102).

62. ——. By section 1 of the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, any offence under the Debtors Act, 1869, or any offence which may be dealt with as it it were an offence under that Act, alleged to have been committed by a person who has been adjudged bankrupt, may be prosecuted summarily. In such a case the maximum imprisonment with or without hard labour is six months. Summary proceedings may not be instituted after one year from the first discovery of the offence, either by the Official Receiver or by the trustee in bankruptcy. In the case of proceedings instituted by a creditor the period is the same, and in no case may they be instituted more than three years after the commission of the offence (subsec. 1). Where the prosecution is under an order of the Court made on the application of the Official Receiver and based on his report, the Board of Trade may, notwithstanding sec. 166 of the Bankruptcy Act, 1883, institute and carry on the prosecution either themselves or through the Official Receiver, if or so long as the proceedings are carried on before a court of summary jurisdiction. The Board has power, should the circumstances render it desirable, to transfer the conduct of the proceedings to the Director of Public Prosecutions (subsec. 2).

63. ——. Line 18, *for* "*In re Morley*," *read* "*Scott* v. *Morley*."

63. ——. The onus of proving the absence of an intent to defraud, or of an intent to conceal the state of his affairs, or to defeat the law, lies upon the accused, and it is not necessary to allege in the indictment or information any such intent (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 2 (1)).

63. ——. Six months is substituted for the period of four months in sec. 11 of the Debtors Act, 1869 (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 2 (2)). Offences under paragraphs 13, 14, and 15 of sec. 11 of the Debtors Act, 1869, which are offences if committed within six months before the presentation of a bankruptcy petition, are offences if committed after the presentation of the petition, and before the making of a receiving order (s. 2 (3)). In paragraphs 14 and 15 of sec. 11 of the Debtors Act, 1869, the words "being a trader" and the words "otherwise than in the way of his trade" in paragraph 15 are repealed, and the acts mentioned in those paragraphs are offences when committed by any person (s. 2 (4)). References to a trustee administering an estate for the benefit of creditors under sec. 11 of the Debtors Act, 1869, now include references to the Official Receiver (s. 2 (5)).

63. ——. Where a person has already been adjudged bankrupt, or has made a composition or arrangement with his creditors and is subsequently adjudged bankrupt, or if a receiving order is made in respect of his estate, he may be punished as if he had been guilty of an offence under sec. 11 of the Debtors Act, 1869, if during the whole or any part of the previous two years he has been engaged in any trade or business and has not kept proper books of account during the two years or such part thereof, and, if so engaged at the date of the petition, whilst so engaged up to the date of the receiving order, or has not preserved all his books of account. A person may not be convicted for not preserving or keeping such accounts if his unsecured liabilities at the date of the receiving order do not exceed £100, or if he proves that in the circumstances the omission was honest and excusable (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 3 (1)). Prosecutions under this section must be made on the order of the Court, and no prosecution can be instituted unless the receiving order is made more than two years after the commencement of the Act (s. 3 (2)). A person is deemed not to have kept proper books of account if he has not kept such books as are necessary to exhibit or explain his transactions and financial position, including a book or books containing entries from day to day of all cash received and cash paid, and, where the trade has involved dealings in goods, accounts of all goods sold and purchased and statements of annual stocktaking (s. 2 (2)). In paragraphs 9, 10, and 11 of sec. 11 of the Debtors Act, 1869, two years is substituted for six months (s. 3 (4)).

63. ——. A bankrupt or a person in respect of whose estate a receiving order has been made is guilty of an offence punishable under sec. 11 of the Debtors Act, 1869, if, while engaged in any trade or business, and while having outstanding at the date of the receiving order any debts contracted in the course of or for the purpose of such trade or business, he—(*a*) has within two years before the presentation of the petition materially contributed to his insolvency by gambling or by rash and hazardous speculation, such gambling or speculation not being connected with his trade or business; (*b*) has between the presentation of the petition and the receiving order lost any part of his estate by such gambling or speculation; (*c*) fails to give a satisfactory explanation to the Official Receiver at any time or to the Court during his public examination of the loss of any substantial part of his estate incurred during the year previous to the presentation of the petition, or between that date and the receiving order. The financial position of the accused person at the time that he entered into the speculation is taken into consideration in determining whether the speculations were rash and hazardous (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 4 (1)). Prosecutions under this section may only be instituted by order of the Court, and no prosecution may be instituted in the case where the receiving order is made within two years of the commencement of the Act (s. 4 (2)).

63. ——. The following is sec. 11 of the Debtors Act, 1869, as amended by subsequent enactments, including sec. 2 of the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34. This section as amended is contained in Sched. I. of the Act of 1913:—

Any person adjudged bankrupt or in respect of whose estate a receiving order has been made shall, in each of the cases following, be deemed guilty of misdemeanour, and on conviction thereof shall be liable to imprisonment for any term not exceeding two years with or without hard labour; (that is to say)—

(1) If he does not to the best of his knowledge and belief fully and truly discover to the trustee all his property, real and personal, and how and to whom and for what consideration and when he disposed of any part thereof, except such part as has been disposed of in the ordinary way of his trade (if any) or laid out in the ordinary expense of his family, unless he proves that he had no intent to defraud:

(2) If he does not deliver up to the trustee, or as he directs, all such

part of his real and personal property as is in his custody or under his control, and which he is required by law to deliver up, unless he proves that he had no intent to defraud:

(3) If he does not deliver up to the trustee, or as he directs, all books, documents, papers, and writings in his custody or under his control relating to his property or affairs, unless he proves that he had no intent to defraud:

(4) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he conceals any part of his property to the value of ten pounds or upwards, or conceals any debt due to or from him, unless he proves that he had no intent to defraud:

(5) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he fraudulently removes any part of his property to the value of ten pounds or upwards:

(6) If he makes any material omission in any statement relating to his affairs, unless he proves that he had no intent to defraud:

(7) If, knowing or believing that a false debt has been proved by any person under the bankruptcy, he fails for the period of a month to inform the trustee thereof:

(8) If, after the presentation of a bankruptcy petition by or against him, he prevents the production of any book, document, paper, or writing affecting or relating to his property or affairs, unless he proves that he had no intent to conceal the state of his affairs or to defeat the law:

(9) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he conceals, destroys, mutilates, or falsifies, or is privy to the concealment, destruction, mutilation, or falsification of any book or document affecting or relating to his property or affairs, unless he proves that he had no intent to conceal the state of his affairs or to defeat the law:

(10) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he makes, or is privy to the making of, any false entry in any book or document affecting or relating to his property or affairs, unless he proves that he had no intent to conceal the state of his affairs or to defeat the law:

(11) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he fraudulently parts with, alters, or makes any omission, or is privy to the fraudulently parting with, altering, or making any omission, in any document affecting or relating to his property or affairs:

(12) If, after the presentation of a bankruptcy petition by or against him, or at any meeting of his creditors within six months next before such presentation, he attempts to account for any part of his property by fictitious losses or expenses:

(13) If, within six months next before the presentation of a bankruptcy petition by or against him, or in the case of a receiving order made under sec. 103 of the Bankruptcy Act, 1883, before the date of the order, or after the presentation of a bankruptcy petition and before the making of a

receiving order, he, by any false representation or other fraud, has obtained any property on credit and has not paid for the same:

(14) If, within six months next before the presentation of a bankruptcy petition by or against him, or in the case of a receiving order made under sec. 103 of the Bankruptcy Act, 1883, before the date of the order, or after the presentation of a bankruptcy petition and before the making of a receiving order, he obtains, under the false pretence of carrying on business, and, if a trader, of dealing in the ordinary way of his trade, any property on credit and has not paid for the same, unless he proves that he had no intent to defraud:

(15) If, within six months next before the presentation of a bankruptcy petition by or against him, or in the case of a receiving order made under sec. 103 of the Bankruptcy Act, 1883, before the date of the order, or after the presentation of a bankruptcy petition and before the making of a receiving order, he pawns, pledges, or disposes of any property which he has obtained on credit and has not paid for, unless, in the case of a trader, such pawning, pledging, or disposing is in the ordinary way of his trade, and unless in any case he proves that he had no intent to defraud:

(16) If he is guilty of any false representation or other fraud for the purpose of obtaining the consent of his creditors or any of them to an agreement with reference to his affairs or to his bankruptcy.

For the purpose of this section, the expression "trustee" means the Official Receiver of the debtor's estate, or trustee administering his estate for the benefit of his creditors.

64. ——. It is not obligatory on the Court, in the absence of an application by the Official Receiver, to make an order under sec. 16 of the Debtors Act, 1869, unless the Court considers not only that there is a reasonable probability of conviction, but also that a prosecution is desirable (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, sec. 2 (7)).

64. ——. Sec. 5 of the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, repeals sec. 31 of the Bankruptcy Act, 1883, and enacts that an undischarged bankrupt who—(*a*) either alone or jointly with other persons obtains credit to the extent of £10 from any person without informing him that he is an undischarged bankrupt; (*b*) engages in any trade or business under any other name than that under which he was adjudged bankrupt without disclosing to all persons with whom he enters into any business transaction the name under which he was adjudicated bankrupt, is guilty of an offence and may be punished under sec. 11 of the Debtors Act, 1869.

69. ——. Form 3.—*Bankruptcy Notice.*—The proper form of a bankruptcy notice founded on a judgment obtained by two persons trading as the ——— Co. is, "Pay to A. & B., trading as the ——— Co., or one or other of them, etc." (*In re A Judgment Debtor ; Ex parte Judgment Creditors*, [1908] 2 K. B. 474 ; 77 L. J. K. B. 968). As to variations in this form to make it in accordance with the judgment, *e.g.* a County

Court judgment requiring payment to the registrar, see *In re A Debtor* (No. 484), *ante*, p. 39.

100. Banns of Marriage.—For the provision of the Naval Marriages Act, 1908, 8 Edw. VII. c. 26, see SOLEMNISATION OF MARRIAGE herein.

131. Bastard.—In *M.* v. *M.*, 1906, 22 T. L. R. 325, the Court gave a successful husband petitioner custody of a child born in wedlock, but begotten before marriage, of which he was not the father.

131. ——. As to relief from income tax for illegitimate children, see INCOME TAX herein.

134. ——. The principle of *Crook* v. *Hill*, 3 Ch. D. 773, was applied in *Ebbern* v. *Fowler*, [1909] 1 Ch. 578; 78 L. J. Ch. 497; and *In re Eve; Edwards* v. *Burns*, [1909] 1 Ch. 796; 78 L. J. Ch. 388.

134. Basutoland.—See CAPE OF GOOD HOPE, Vol. II., p. 550, and herein.

137. Baths and Washhouses.—Section 2 (*b*) of the Baths and Washhouses Act, 1899, provides that when public baths are let for the purpose of music and dancing no money shall be taken at the door. If, however, the lessees do take money no injunction will be granted against the local authority unless they have caused or authorised the contravention of the Act (*Att.-Gen.* v. *Walthamstow Urban Council*, [1910] 1 Ch. 347; 79 L. J. Ch. 267).

137. ——. All powers conferred on the Treasury as regards any local authority in England, except the London County Council, by any enactment contained in, applied by, or incorporated with the Baths and Washhouses Acts, 1846 to 1899, are transferred to the Local Government Board by the Local Authorities (Treasury Powers) Act, 1906, 6 Edw. VII. c. 33.

142. Bechuanaland.—By Order in Council of October 18, 1909, the Evidence (Colonial Statutes) Act, 1907, is applied to Bechuanaland, and by Order in Council of August 2, 1910 (St. R. & O. 1910, No. 881), the Evidence Act, 1851, secs. 7 and 11, the Foreign Tribunals Evidence Act, 1856, the Evidence by Commission Act, 1859, the British Law Ascertainment Act, 1859, the Foreign Law Ascertainment Act, 1861, and the Evidence by Commission Act, 1885, are applied.

142. ——. The British Bechuanaland Concessions Court has power, under sec. 23 of the Proclamation of February 1, 1893, to modify, or impose restrictions on, concessions made by native chiefs before 1891 (*Vilander Concessions Syndicate* v. *Cape of Good Hope Government*, [1907] A. C. 186; 76 L. J. P. C. 47).

143. ——. The Bechuanaland Protectorate (Coinage) Order, 1911 (St. R. & O. 1911, No. 93), deals with and regulates the coinage of the Protectorate.

146. Bees.—The Bee Pest Prevention (Ireland) Act, 1908, 8 Edw. VII. c. 34, deals with the prevention of foul brood by notification, inspection, and destruction.

157. Beneficial Occupation.—See further RATING, Vol. XII., and herein.

The case of *London County Council* v. *Erith Churchwardens* was discussed in *West Kent Main Sewage Board* v. *Dartford Assessment Committeee*, [1911] A. C. 171; 80 L. J. K. B. 805.

158. Beneficial Owner.—The decision in *Davies* v. *Seisdon Union*, [1906] 1 K. B. 214, was reversed in the House of Lords ; see [1908] A. C. 315 ; 77 L. J. K. B. 742.

158. ——. In *Margate Corporation* v. *Pettman*, 1912, 106 L. T. 104, a person to whom the local authority had given a lease of a portion of the foreshore, including the right to erect staging for the purpose of bathing, was held to be in occupation of that part of the foreshore, and to be liable to be rated in respect of both the staging and the foreshore.

169. Betting.—By the Street Betting Act, 1906, 6 Edw. VII. c. 43, any person frequenting or loitering in streets or public places on behalf either of himself or of any other person for the purpose of bookmaking, or betting, or wagering, or agreeing to bet or wager, or paying or receiving or settling bets, is liable in the case of a first offence, on conviction under the Summary Jurisdiction Acts, to a fine not exceeding £10 ; in the case of a second offence, on like conviction, to a fine not exceeding £20 ; in the case of a third or subsequent offence, or in any case where transactions are had with a person under the age of sixteen, on conviction on indictment, to a fine not exceeding £50 or to imprisonment, with or without hard labour, for not more than six months, without the option of a fine ; or on conviction under the Summary Jurisdiction Acts to a fine not exceeding £30 or to imprisonment, with or without hard labour, for a term not exceeding three months, without the option of a fine ; in any case all books, cards, papers, and other articles relating to betting found in his possession are liable to be forfeited (s. 1 (1)). A constable may take into custody without warrant any person found committing an offence under the Act, and may also seize and detain any articles liable to be forfeited under subsec. (1) (s. 1 (2)). Any person who appears to the Court to be under the age of sixteen is deemed to be under that age unless the contrary is proved or the person charged satisfies the Court that he had reasonable ground for believing him to be over that age (s. 1 (3)). "Street" includes any highway, and any public bridge, road, lane, footway, square, court, alley, or passage, whether a thoroughfare or not. "Public place" includes any public park, garden, or sea beach, and any unenclosed ground to which the public for the time being have unrestricted access, and also every enclosed place (not being a public park or garden) to which the public have a restricted right of access, whether on payment or otherwise, if at or near every public entrance there is conspicuously exhibited by the owners or persons having control a notice prohibiting betting (s. 1 (4)). In the Scotch case of *Walker* v. *Reid*, [1911] S. C. 41, a railway goods yard was held to be an enclosed space to which the public had a restricted right of access. In another Scotch case of *Campbell* v. *Kerr*, [1912] S. C. 10, it was held that a shed, situated on a quay belonging to a harbour trust, to which the public had access, and which had large openings in its sides, but no doors or gates, was unenclosed ground, and a public place, within the meaning of this section.

The Act does not apply to any ground used for the purpose of a racecourse for racing with horses, or adjacent thereto, on the days on which races take place (s. 2). A field in which athletic sports were held which included two horse races out of twelve events, and in which there was a notice prohibiting betting, was held not to be a racecourse in *Stead* v. *Aykroyd*, [1911] 1 K. B. 57 ; 80 L. J. K. B. 78.

The Act applies to Scotland and Ireland. In Ireland, if a person is imprisoned by a Court of summary jurisdiction for a period not exceeding one month without the option of a fine he is entitled to appeal as if the period exceeded one month (s. 4).

The distribution of handbills for another person, offering to bet, is loitering for the purpose of betting within sec. 1 of the Act (*Dunning* v. *Swetman*, [1909] 1 K. B. 774 ; 78 L. J. K. B. 359).

The owner of money, the proceeds of street betting, which is rendered illegal by the above Act, may recover it from the police authorities, who have seized it during a raid, on the ground that he has a right of property in the money apart from the manner in which he has acquired it (*Gordon* v. *Metropolitan Police Commissioner*, [1910] 2 K. B. 1080 ; 79 L. J. K. B. 957).

170. ——. As to sending of circulars to infants, see MONEY-LENDERS herein.

171. ——. A betting circular sent to an undergraduate of Cambridge University to the address at which he lodges does not raise the implication of knowledge that the recipient is a minor under sec. 3 of the Betting and Loans (Infants) Act, 1892, 55 & 56 Vict. c. 4 (*Milton* v. *Studd*, [1910] 2 K. B. 118 ; 79 L. J. K. B. 638).

171. Betting House.—Where the occupier of a house received postal orders, and subsequently transacted bets with the senders of them, and other betting slips were found on the premises, the Court of Criminal Appeal refused to interfere with a conviction under secs. 1 & 3 of the Betting Act, 1853, for having used the premises for the purpose of receiving money " as and for the consideration for certain assurances, undertakings, promises, and agreements to pay thereafter " money on bets on horse races (*R.* v. *Mortimer*, [1911] 1 K. B. 70 ; 80 L. J. K. B. 76).

In Scotland a bookmaker who used premises for the purpose of betting by post, telegraph, and telephone only, was held not to be keeping a betting house within the meaning of a local Act which authorised a constable to enter any house used as a gambling or betting house (*Traynor* v. *Macpherson*, [1911] S. C. 54).

172. ——. Where money is handed to the occupier of premises outside the premises as a deposit on a bet, and the occupier carries the money on to the premises, the money is received as a deposit on the premises within sec. 4 of the Betting Act, 1853 (*Boulton* v. *Hunt*, 1913, 109 L. T. 245). In the same case it was held that where the whole amount of the stake was handed over, a deposit had been made within the meaning of the section.

173. ——. *Stoddart* v. *Hawke*, [1902] 1 K. B. 353 ; 71 L. J. K. B. 133, was applied in the Scotch case of *Hodgson* v. *Macpherson*, [1913] S. C. (J) 68, where the defendant received money and conducted correspondence in a room at one address and used another room at another address for the purpose of settling up accounts.

173. ——. The conviction of a bookmaker for using the bar-parlour of licensed premises for the purpose of betting is not admissible in evidence on a subsequent prosecution of the licensee of the premises for having permitted such betting. The licensee is therefore entitled to raise the question whether betting did, as a fact, take place on the occasion in question (*Taylor* v. *Wilson*, 1911, 106 L. T. 44).

175. ——. Under a search warrant granted under sec. 11 of the Betting Act, 1853, postal orders may be seized as being included in "lists, cards, or other documents relating to betting," and may be used in evidence against the keeper of the betting house. So held in the Scotch case of *Hodgson* v. *Macpherson*, [1913] S. C. (J) 68.

177. Bias.—The fact that a licensing justice was a member of the Order of Rechabites, and had signed a declaration that he would do all in his power to discountenance the use, manufacture, and sale of intoxicating liquors, was held to be evidence of bias in *Ex parte Robinson*, 1912, 76 J. P. 233. In this case the justice wrote a letter to the local press after the case had been heard, in which he stated that he would have been a traitor if he had voted in favour of the renewal of the licence in question.

179. Bigamy.—Where the second marriage is contracted abroad, an indictment under sec. 57 of the Offences Against the Person Act, 1861, need not contain an averment that the accused is a British subject (*R.* v. *Audley*, [1907] 1 K. B. 383 ; 76 L. J. K. B. 270).

181. ——. As to marriage with deceased wife's sister, see now Deceased Wife's Sister Marriage Act, 1907, 7 Edw. vii. c. 47.

183. ——. In a prosecution for bigamy the identification of the prisoner as the husband of first wife was held to be sufficiently established by the production of the certificate of marriage and proof that he lived with her as her husband and spoke of her as his wife (*R.* v. *Birtles*, 1911, 75 J. P. 288 ; 27 T. L. R. 402).

188. Bill of Costs.—As to the sufficiency under sec. 37 of the Solicitors Act, 1843, of a bill of costs which does not show items already paid under an order of the Court, see *Cobbett* v. *Wood*, [1908] 2 K. B. 420 ; 77 L. J. K. B. 878.

190. ——. Where a bill of costs is sent by post, the time runs from the time when the bill would be delivered in the ordinary course of post. The time is reckoned exclusively of that day and of the day on which the action is begun (*Browne* v. *Black*, [1912] 1 K. B. 316 ; 81 L. J. K. B. 458).

198. Billeting.—The Army Annual Act, 1913, 3 Geo. v. c. 2, provides by sec. 3 that the prices set out in the schedule thereto are to be paid to keepers of victualling houses for accommodation provided by them in pursuance of the Army Act. These prices are fixed in substitution for those specified by sec. 3 of the Army Annual Act, 1896, and the schedule thereto. Officers are to pay for their food (Act of 1913, Schedule).

203. Bills of Exchange.—Line 9, *for* "drawer," *read* "drawee."

203. ——. The plaintiff was induced by the fraud of one W. to draw a cheque in favour of K., an existing person, whom the plaintiff intended should receive the money. W. forged K.'s endorsement and paid the cheque into his own bank, who received payment from the plaintiff's bank. It was held that K. was not a fictitious person, and that the plaintiff could recover the amount from W.'s bank (*North and South Wales Bank* v. *Macbeth*, [1908] A. C. 137 ; 77 L. J. K. B. 464).

206. ——. Line 29, *for* " drawee's," *read* " drawer's."

206. ——. *Wheatley* v. *Smithers*, 1906, 75 L. J. K. B. 627, was reversed on appeal; see [1907] 2 K. B. 684; 76 L. J. K. B. 900. See also PARTNERSHIP, Vol. X. p. 423.

206. ——. A. agreed to be responsible for goods supplied by B. to C., and to back B.'s bill for the price. B. accepted a blank bill form and A. endorsed it. C. then filled up the body of the bill and signed it as drawer and endorsed it. C.'s executors sued A., and it was held that C. was a holder in due course, that the bill had been made out and endorsed with the authority of A., and that sec. 20 of the Bills of Exchange Act, 1882, prevented him from setting up that the bill was incomplete when he endorsed it (*Glenie* v. *Smith* or *Tucker*, [1908] 1 K. B. 263; 77 L. J. K. B. 193).

206. ——. *Glenie* v. *Smith*, [1908] 1 K. B. 263; 77 L. J. K. B. 193, was distinguished in *Shaw* v. *Holland*, [1913] 2 K. B. 15; 82 L. J. K. B. 592. In that case the plaintiffs agreed to supply goods to a limited company to be paid for by bills of exchange, provided that the defendants, who were directors of the company, endorsed the bills as security. The course of business followed by the parties was as follows: The plaintiffs drew bills and sent them to the company, who signed them as acceptors. The defendants then signed their names on the backs of the bills, which were returned to the plaintiffs, who endorsed them by placing their names below those of the defendants. One of these bills not having been met, the plaintiffs sued the defendants, and it was held that, as the plaintiffs had not made the bill complete and regular, they could not make the defendants liable as endorsers under sec. 56 of the Bills of Exchange Act, 1882. It was further held that the defendants were not liable on the contract of guarantee, as there was no memorandum in writing to satisfy the Statute of Frauds.

207. ——. Line 11, *for* " whether they," *read* " who."

207. ——. The provisions of sec. 30 (2) of the Bills of Exchange Act, 1882, 45 & 46 Vict. c. 61, as to shifting the onus of proof in cases where the bill is affected with fraud, duress, or force and fear, or illegality, do not apply when the bill was originally delivered to the plaintiff and has remained in his hands (*Talbot* v. *Von Boris*, [1911] 1 K. B. 854; 80 L. J. K. B. 661).

208. ——. Line 14 from foot, *for* " bill," *read* " bills."

209. ——. Line 4, *for* " defect of titles," *read* " defects of title"; l. 8 from foot, *for* " drawers," *read* " drawees."

210. ——. Line 12, *for* " drawee," *read* " drawer"; l. 13, *for* " indorsee," *read* " indorser."

213. ——. Line 14 from foot, *for* " drawer," *read* " drawee."

215. ——. In a bill of exchange addressed to a company, sec. 63 of the Companies (Consolidation) Act, 1908 (formerly sec. 41 of the Companies Act, 1862), is sufficiently complied with if the bill of exchange is properly addressed to the company, even if the company's name is not correctly stated in the acceptance. The abbreviation " Ltd." does not render the statement of the company's name incorrect (*Stacey* v. *Wallis*, [1912] 28 T. L. R. 209).

216. ——. After *Alexander* v. *Sizer*, L. R. 4 Ex. 102, add a reference to *Chapman* v. *Smethurst*, [1909] 1 K. B. 927 ; 78 L. J. K. B. 654 ; and *Landes* v. *Marcus*, 1909, 25 T. L. R. 478.

216. ——. A bill of exchange accepted on behalf of a company by a person who is ostensibly but not actually authorised by the company is not binding on the company (*Premier Industrial Bank* v. *Crabtree*, [1909] 1 K. B. 106 ; 78 L. J. K. B. 103).

218. ——. For alteration made by the Larceny Act, 1901, see Direction in Writing, Vol. IV. p. 569.

219. ——. Note 1, l. 4, *for* " on any bill," *read* " on any other bill."

226. Bills of Lading.—*Compania Naviera Vascongada* v. *Churchill*, [1906] 1 K. B. 237, was followed in *Martineaus* v. *Royal Mail Steam Packet Co.*, 1912, 106 L. T. 638, in which case the shipowners were held to be estopped from proving that sugar delivered to them for carriage was damaged at the time of delivery to them on the ground that the bill of lading contained a statement that the goods were in apparent good order and condition, although the mate's receipt was endorsed by him " very wet and stained by contents," and the bill of lading stated that the weight and contents were unknown.

226. ——. Bills of lading relating to bales of jute specified that the ship was not to be liable for inaccuracies, obliteration, or absence of marks, numbers, or description of goods. On discharge it appeared that the cargo was short by fourteen bales, but that there were eleven bales which could not be identified as part of the consignments. It was held that the shipowners could not force the consignees to accept these eleven bales as fulfilment *pro tanto* of the contract to deliver (*Sandeman* v. *Tyzack and Branfoot Steamship Co.*, [1913] A. C. 680 ; 83 L. J. P. C. 23).

227. ——. In a through bill of lading a carrier who has received the goods from a previous carrier is precluded from stating afterwards that the goods were damaged when he received them unless he has notified the fact that they are so damaged (*Crawford* v. *Allan Line Ltd.*, [1912 A. C. 130 ; 81 L. J. P. C. 113).

231. ——. Where a bill of lading was endorsed to the charterer as security for an advance and was presented by the charterer, it was held that the bill of lading and not the charter party contained the contract (*S.S. Calcutta Co., Ltd.* v. *Weir*, [1910] P. 759 ; 79 L. J. K. B. 401).

233. ——. *Hamilton* v. *Mackie*, 1889, 5 T. L. R. 677, was followed in *The Portsmouth*, [1912] A. C. 1 ; 816 J. P. 17.

233. ——. Where a bill of lading stated " all other conditions as per charter party," and the charter party exempted the shipowners from liability for negligence, the shipowners were held not to be liable for goods jettisoned owing to the negligence of the master and crew (*The Draupner*, [1910] A. C. 450 ; 79 L. J. P. 88).

234. ——. A charter party excepted loss from the master's negligence. The master signed bills of lading not incorporating this provision, and the ship being lost by the negligence of the master, the owners had to compensate the holders of the bills of lading. The owners were held to be entitled to be indemnified by the charterer (*Kruger* v. *Moel Tryvan Ship Co.*, [1907] A. C. 272 ; 76 L. J. K. B. 985).

235. ——. The decision in *The Hibernian* was affirmed in the Court of Appeal : see [1907] P. 277 ; 76 L. J. P. 122.

244. Bills of Sale.—The interest of a tenant in tail in remainder in personal chattels during the life of the tenant for life is a chose in action within sec. 4 of the Bills of Sale Act, 1878, and therefore a mortgage of that interest does not require registration within sec. 8 of the Bills of Sale Act (1878) Amendment Act, 1882 (*Thynne, In re ; Thynne* v. *Grey*, [1911] 1 Ch. 282 ; 80 L. J. Ch. 205).

245. ——. *North Central Wagon Co.* v. *Manchester, etc., Rly.*, 35 Ch. D. 191, was affirmed 13 App. Cas. 554.

245. ——. A document giving a railway company a lien on coal carried by them as long as it remained on parts of their premises let to a coal merchant, was held not to be a bill of sale in *Great Eastern Rly.* v. *Lord's Trustee*, [1909] A. C. 109 ; 78 L. J. K. B. 160.

247. ——. The debentures of a company registered in Guernsey are within the exception of sec. 17 of the Bills of Sale Act, 1882 (*Clark* v. *Balm Hill*, [1908] 1 K. B. 667 ; 77 L. J. K. B. 369).

248. ——. Where the consideration for a bill of sale is £100 paid by each of two persons, a statement in the bill that the consideration is £200 paid by one is not a true statement of the consideration (*Kinnersley* v. *Payne*, 1909, 100 L. T. 229).

251. ——. A collateral security given by a third party is not a " condition or defeasance " within sec. 10 (3) of the Bills of Sale Act, 1878 (*Oakes* v. *Green*, 1908, 23 T. L. R. 560).

251. ——. If a bill of sale provides for the payment of the capital sum, together with interest thereon, by equal weekly instalments, and to facilitate the calculation of interest the parties alter the amount of the payments, there is a defeasance within sec. 10 (3) of the Bills of Sale Act, 1882 (*Pettit* v. *Lodge*, [1908] 1 K. B. 744 ; 77 L. J. K. B. 413).

251. ——. A letter written by the grantee of a bill to a third party stating that the bill is to secure money advanced by the third party, is a declaration of trust within sec. 10 of the Act of 1878 (*Kinnersley* v. *Payne*, 1909, 100 L. T. 229).

256. ——. The defendant gave the plaintiffs a bill of sale which was invalid because the consideration was not truly set forth. Both parties had held the bill out as valid as against the defendant's creditors. In an action by the plaintiffs on the bill the defendant was held to be estopped from denying its validity, even assuming the invalidity was known to both parties (*Comitti* v. *Maher*, 1905, 94 L. T. 158 ; 22 T. L. R. 121).

256. ——. If the grantee of a bill of sale hand the grantor, before the transaction is completed, a card containing conditions, which in fact are part of the bargain and which are not inserted in the bill, it is void under sec. 9 of the Act of 1882 (*Smith* v. *Whiteman*, [1909] 2 K. B. 437). In the same way, where a bill of sale was granted on the condition that the borrower should sign a letter in the following terms :—" I have this day obtained from you the sum of £34 upon the faith of my representation that the furniture —— is my own property, entirely free from any charge either by bill of sale, marriage settlement, or hire system agreement, and I hereby undertake and agree not to mortgage the same or any part thereof in any way whatsoever, nor borrow from any other loan office until the whole of the above sum has been repaid. Further, I am quite aware that it is solely on the faith of these representations that I have obtained the advance from you.", it was held that the bill of sale was subject to a condition or defeasance, which was not inserted in the bill, and that the bill was void (*Hall* v. *Whiteman*, [1912] 1 K. B. 683 ; 81 L. J. K. B. 660).

257. ——. A bill of sale is not invalidated because it includes documents of title to real property, provided it does not create a charge upon the property (*Swanley Coal Co.* v. *Denton*, [1906] 2 K. B. 873 ; 75 L. J. K. B. 1009).

258. ——. In *Rosefield* v. *Provincial Union Bank*, [1910] 2 K. B. 781 ; 79 L. J. K. B. 1150, the grantor of a bill of sale agreed to repay the principal sum, together with the interest then due, by monthly payments, and in default of payment of any instalment of the principal sum, to pay interest thereon until payment thereof. The real bargain between the parties was that both principal and interest should be paid off by the instalments. It was held that the bill of sale expressed the real bargain, and was not void for not being in the form in the Schedule to the Act.

259. ——. If the attesting witness is in fact interested in the bill of sale, and holds a letter from a party to the bill containing a declaration of trust, he cannot attest the bill (*Kinnersley* v. *Payne*, 1909, 100 L. T. 229).

268. Birds.—An Order under sec. 8 of the Wild Birds Protection Act, 1880, extending the time during which wild birds may be killed or taken, extends the time as regards all the offences in sec. 3 of the Act, so that the possession of recently taken birds in a prohibited area is an offence although the birds have actually been lawfully caught in another area (*Flower* v. *Watts*, [1910] 2 K. B. 327 ; 79 L. J. K. B. 751).

268. ——. It is an offence, punishable on summary conviction by a penalty not exceeding 40s. for a first offence and not exceeding £5 for a second or subsequent offence, to take or attempt to take any wild bird by means of a hook or other similar instrument (Wild Birds Protection Act, 1908, 8 Edw. VII. c. 11).

270. Births, Registration of.—The Notification of Births Act, 1907, 7 Edw. VII. c. 40, provides for the early notification of births. The Act is adoptive, and only applies to areas in which the local authority has adopted it in accordance with the provision set out in the Schedule to the Act and received the consent of the Local Government Board (s. 2). Where the Act is in force the father of every child born, if actually residing in the house at the time of the birth, and any person in attendance on the mother at the time of the birth or within six hours after the birth, must give notice to the medical officer of health of the district. The notice is to be given by letter or post-card addressed to the medical officer, or by written notice delivered at his office or residence. The notice must be given within thirty-six hours. Any person failing to give notice is liable on summary conviction to a penalty not exceeding 20s. It is a defence that the party had reasonable grounds for believing that someone else had given the notice. The notice is in addition to the existing registration. All births must be notified which take place after the twenty-eighth week of pregnancy, whether the child be alive or dead (s. 1).

The Act applies to Scotland and Ireland (ss. 4 and 5).

273. ——. The registers of births, deaths, and marriages kept by the Society of Friends before July 1, 1837, became statutory evidence on being deposited at Somerset House under the Non-Parochial Registers Act, 1840. They were not evidence at common law, and can only be proved by producing the original register or a sealed certificate under sec. 9. An extract from the Society's digest of the registers certified by the clerk is not admissible (*In re Woodward; Kenway* v. *Kidd*, [1913] 1 Ch. 392; 82 L. J. Ch. 230).

277. Bishop.—By Order in Council of August 8, 1911, No. 789 of 1911, a suffragan Bishop of Willesden was appointed.

277. ——. The Bishoprics of Sheffield, Chelmsford, and for the County of Suffolk Act, 1913, 3 & 4 Geo. v. c. 36, provides for the foundation of Bishoprics of Sheffield and Chelmsford, and of another diocese to be formed of such parts of the dioceses of Ely and Norwich as are situate in Suffolk.

277. ——. By Order in Council of November 22, 1913 (St. R. & O. 1913, No. 1266), the town of Buckingham is appointed the See of a suffragan Bishop.

280. Black List.—An innuendo must represent the reasonable, natural, or necessary inference from the words complained of, regard being paid to the occasion and circumstances of their publication. A strained or improbable construction will not support an action for libel (*Stubbs* v. *Russell*, [1913] A. C. 386; 82 L. J. P. C. 98). In this case the defenders erroneously placed the name of the pursuer in a list of persons against whom decrees had been obtained in the Small Debt Courts. The list was headed by a note which stated that probably some of the decrees had been sisted, settled, or paid, and that in no case did the publication of the decree imply inability to pay on the part of anyone named or anything more than the fact that the entry published appeared in the Court books. The House of Lords held that the entry of the pursuer's name, when read in conjunction with the explanatory note, was incapable of bearing the defamatory meaning suggested in the innuendo in that there was no case to go to the jury.

281. ——. In *Greenlands* v. *Wilmshurst*, [1913] 3 K. B. 507; 83 L. J. K. B. 1, a trade protection society made a statement reflecting on the credit of the plaintiffs. This statement was made on information supplied to the society by a person who received a fee for so doing. The Court of Appeal held that the occasion was not privileged.

283. ——. In the Scotch case of *Mackenzie* v. *Iron Trade Employers' Insurance Association, Ltd.*, [1910] S. C. 79, an allegation that the defenders had unwarrantably placed the pursuer's name on a list of workmen whom they insisted should not be employed by firms who insured with them against risks under the Workmen's Compensation Act, 1906, was held to disclose no actionable wrong.

290. Blanks in Negotiable Instruments.—See Bills of Exchange herein, and Promissory Note, Vol. XII. p. 29.

290. Blanks in Deeds.—As to the effect of filling up blanks and making alterations in deeds, see further *Rudd* v. *Bowles*, [1912] 2 Ch. 60; 81 L. J. Ch. 277.

307. Board of Agriculture and Fisheries.—The Board of Agriculture and Fisheries Act, 1909, 9 Edw. vii. c. 15, authorises the appointment of a second secretary to the Board. One of the secretaries is to be capable of being elected to and of sitting in the House of Commons.

312. Board of Trade.—The salary of the President of the Board of Trade has been increased to £5000 per annum under powers given by the Board of Trade Act, 1909, 9 Edw. vii. c. 23.

330. Bodily Harm.—Grievous bodily harm may be caused to a person without physical contact. In *R.* v. *Beech*, 1912, 107 L. T. 461, the prisoner entered the house of the prosecutrix at night while she was in bed. He entered by a window, and threatened to burst the door of her bedroom open. She jumped out of the window and was injured. The following was the material part of the Judge's summing up: "Will you say whether the conduct of the prisoner amounted to a threat of causing injury to this young woman; was the act of jumping the natural consequence of the conduct of the prisoner; and was the grievous bodily harm the result of the conduct of the prisoner? If you answer these three questions in the affirmative, your verdict will be one of Guilty. If you answer them or any of them in the negative, your verdict will be one of Not Guilty." The Court of Criminal Appeal held that this was a proper direction.

356. Borough.—Women may be elected aldermen or councillors of any borough, including a metropolitan borough (Qualification of Women Act, 1907, 7 Edw. vii. c. 33. See Vol. XIV. p. 826.).

356. ——. As to election of mayor and aldermen, see Elections, Vol. V. p. 175, and herein.

356. ——. A woman may now be elected as a borough councillor or alderman in Ireland, but if she is the mayor of a borough she is not by virtue of the office a justice of the peace (Local Authorities (Ireland) (Qualification of Women) Act, 1911, 1 & 2 Geo. v. c. 35).

362. Borrowing Powers.—See Municipal Corporations herein.

362. ——. See *Att.-Gen.* v. *West Ham Corporation*, [1910] 2 Ch. 560, as to illegal borrowing by overdrafts.

362. ——. As to whether under sec. 233 of the Public Health Act, 1875, an urban authority has power to borrow or reborrow money (for other than temporary purposes) without securing repayment by a mortgage of the rates or fund, on the credit of which the money is borrowed, see *R.* v. *Locke; Ex parte Bridges*, [1911] 1 K. B. 680; 80 L. J. K. B. 358.

389. Breach of Promise.—A promise to marry made by a married person whose marriage is known to the promisee, is void as being contrary to public policy (*Spiers* v. *Hunt*, [1908] 1 K. B. 720 ; 77 L. J. K. B. 321 ; *Wilson* v. *Carnley*, [1908] 1 K. B. 729 ; 77 L. J. K. B. 594).

392. Bread.—Where bread, made up into 1¾ lb. loaves, was weighed before being sent out in the baker's van, and the vanman sold a loaf to a purchaser who asked for a 2 lb. loaf, it was held that the loaf had not been sold by weight, as it had not been weighed with reference to its sale as a 2 lb. loaf (*Evans* v. *Jones*, 1908, 99 L. T. 799). The weighing must have some reference to the sale. A weighing twenty-four hours before sale, during which time the bread loses weight owing to evaporation, is not a weighing with reference to the sale (*Mattinson* v. *Binley*, [1908] 2 K. B. 534 ; 77 L. J. K. B. 832). Where bread was weighed in the morning and sold with the following notice on it : "Blackledge's Fancy Bread, 3d. and 1½d. per loaf (2d. per lb.), always overweight, varying according to fluctuations in the price of flour," and was not weighed at the time of sale, but in fact weighed 1 lb. 11¾ oz., the weighing was held to have reference to the sale (*Blackledge* v. *Bolshaw*, 1908, 99 L. T. 60). The weight must be the true weight, and therefore a half-quartern loaf which is weighed and sold but is under 2 lb. is not sold by weight within 3 Geo. IV. c. cvi. sec. 4 (*Houghton* v. *Buxton*, 1907, 24 T. L. R. 200).

See also FRENCH BREAD, Vol. VI. p. 301, and herein.

392. ——. A person who takes out bread for sale in a cart is bound, under sec. 7 of the Bread Act, 1837, 6 & 7 Will. IV. c. 37, to carry suitable weights for weighing the bread actually carried (*Turner* v. *Holder*, [1911] 2 K. B. 562 ; 80 L. J. K. B. 895). Under the same section it has been held that a bicycle with a basket attached for the purpose of carrying bread is a carriage, and that the person selling bread from such a bicycle must carry scales (*Pollard* v. *Turner*, [1912] 3 K. B. 625 ; 82 L. J. K. B. 625).

401. British Central Africa.—See further NYASALAND, Vol. X. p. 101, and herein.

401. ——. The British Central Africa Order, 1902, is amended by The Nyasaland Order in Council, 1912 (St. R. & O. 1912, No. 86).

402. British East Africa.—An Order in Council of July 4, 1908 (St. R. & O. 1908, p. 652), provides for the taking of seamen's depositions under sec. 7 of the Workmen's Compensation Act, 1906.

402. ——. The East Africa Order in Council, 1902, is amended by The East Africa Order in Council, 1912 (St. R. & O. 1912, No. 84).

402. ——. Appeals from the Protectorate are now regulated by the Eastern African Protectorates (Court of Appeal) Order, 1909 (St. R. & O. 1909, No. 198), and to the Privy Council by the Eastern African Protectorates (Appeal to Privy Council) Order, 1909 (St. R. & O. 1909, No. 199).

402. ——. By Order in Council of October 18, 1909, the Evidence (Colonial Statutes) Act, 1907, is applied to British East Africa.

402. ——. See East Africa Orders, 1906 (St. R. & O. 1906, p. 188), and 1907 (St. R. & O. 1907, p. 176).

402. ——. The East Africa and Uganda (Currency) Order, 1905, is amended by the East Africa and Uganda (Currency) Order, 1910 (St. R. & O. 1910, No. 1107).

402. British Guiana.—The provisions of the Order in Council of 1842 are continued till December 31, 1912, by Order in Council of February 29, 1908 (St. R. & O. 1908, p. 1040).

403. British Honduras.—The Order in Council of 1882 (St. R. & O. Rev. 1904, Vol. I. 4) is repealed by Order in Council of August 8, 1911 (St. R. & O. 1911, No. 790).

405. British India.—A separate Governor has been appointed of the Presidency of Fort William in Bengal, as delimited by proclamation made by the Governor-General in Council, dated March 22, 1912. The Government of India Act, 1912, 2 & 3 Geo. v. c. 6, makes the necessary amendments in the law relating to the government of India consequential on this appointment, and also other administrative changes in the local government of India.

406. ——. By the Indian High Courts Act, 1911, 1 & 2 Geo. v. c. 18, sec. 1, the maximum number of judges of a High Court of Judicature of India is fixed at twenty, including the Chief Justice. By sec. 2 power is given to His Majesty to establish additional High Courts, and by sec. 3 to appoint temporary judges.

The salaries of any additional or temporary judges appointed under the Act are to be paid out of the revenues of India (sec. 4).

411. British Ship.—By sec. 1 (1), (3) of the Merchant Shipping Act, 1911, 1 & 2 Geo. v. c. 42, a British Court in a foreign country, *i.e.* a British Court having jurisdiction out of His Majesty's dominions in pursuance of an Order in Council, whether made under any Act, or otherwise, is included among the courts before which a ship may be brought for adjudication under sec. 76 of the Merchant Shipping Act, 1894 (which relates to proceedings on forfeiture).

419. Broker.—See also PRINCIPAL AND AGENT.

423. ——. A broker contracted, "as agent for owners," with a merchant for the carriage of a cargo of timber at a certain freight. At that time the broker had no principal. Subsequently he entered into a contract with a shipowner, "as agent for the merchant," to carry the cargo at a lower freight. The merchant paid the lower freight, and the broker was held entitled to recover the difference between the two freights from the merchant, on the ground that he had no principal at the date of the first contract, and was contracting on his own behalf (*Harper* v. *Vigers*, [1909] 2 K. B. 549 ; 78 L. J. K. B. 867).

434. Brothel.—A contract to let a flat to a woman for the purpose of being visited there by one man as his mistress is void, and the landlord is not entitled to recover the rent (*Upfill* v. *Wright*, [1911] 1 K. B. 506 ; 80 L. J. K. B. 254).

434. ——. If the tenant, lessee or occupier of any premises is convicted of knowingly permitting the premises, or any part of them, to be used as a brothel, the landlord or lessor may require the person convicted to assign the lease or other contract under which the premises are held to some person approved by the landlord or lessor, which approval is not to be unreasonably withheld. If the person convicted fails within three months to assign the lease or contract the landlord or lessor may determine the lease or contract, but without prejudice to the rights or remedies of any party to such lease or contract which have accrued before the date of the determination. Where the landlord or lessor does determine the lease or contract, the Court which convicted the tenant, lessee or occupier has power to make a summary order of possession to the landlord or lessor (Criminal Law Amendment Act, 1912, 2 & 3 Geo. v. c. 20, sec. 5 (1)).

If after a conviction has been brought to his notice the landlord or lessor does not exercise his rights under subsec. (1), and subsequently during the subsistence of the lease or contract a similar offence is again committed in respect of the same premises, the landlord or lessor is deemed to have knowingly aided or abetted the commission of the offence, unless he proves that he has taken all reasonable steps to prevent the recurrence of the offence (*ibid.* sec. 5 (2)).

If a landlord or lessor determines a lease or contract under the section and subsequently grants another lease, or enters into another contract of tenancy to, with, or for the benefit of the same person without causing to be inserted in the lease or contract all such reasonable provisions for the prevention of the recurrence of any such offence, he is deemed to have failed to have exercised his rights under the section, and any offence committed during the subsequent lease or contract is deemed for the purposes of the section to have been committed during the existence of the previous lease or contract (*ibid.* sec. 5 (3)).

In Ireland, where a lease or contract is determined under the provisions of the section, the person quitting the premises is not entitled to compensation under the Town Tenants Compensation Act, 1906 (*ibid.* sec. 5 (4)).

435. ——. As to women or girls who are defectives, see the Mental Deficiency Act, 1913, 3 & 4 Geo. v. c. 28, *sub tit.* ASYLUMS herein.

436. ——. By sec. 4 (1) of the Criminal Law Amendment Act, 1912, sec. 3 of the Criminal Law Amendment Act, 1885, is amended so far as it relates to brothels by the addition of the word "occupier" after the words "or person in charge."

By sec. 4 (2) of the same Act, any person convicted of a third or subsequent offence against sec. 13 of the Act of 1885 is liable on summary conviction to a penalty not exceeding £100, or, in the discretion of the Court, to imprisonment not exceeding twelve months, with or without hard labour, and, in addition to any such penalty or imprisonment, may be required to enter into a recognisance, with or without securities, to be of good behaviour for any period not exceeding three months, in addition to any term of imprisonment awarded in respect of the offence.

By sec. 4 (3) the provisions of sec. 13 of the Act of 1885, so far as they relate to third or subsequent offences, are repealed.

436. ——. *Singleton* v. *Ellison*, [1895] 1 Q. B. 607 ; 64 L. J. M. C. 123, was followed in *Caldwell* v. *Leech*, [1913] 109 L. T. 188, in which case it was held that where the wife of the occupier of premises allowed them to be used by one woman for the purposes of prostitution, she could not be convicted of managing a brothel under sec. 1 of the Criminal Law Amendment Act, 1885.

436. ——. After *R.* v. *Fowler*, add "the majority of the Divisional Court dissented from this decision in *R.* v. *Beesby*, [1909] 1 K. B. 849; 78 L. J. K. B. 482, cited *sub tit.* SUMMARY JURISDICTION herein."

437. ——. The offence of procuration under sec. 2 of the Criminal Law Amendment Act, 1885, 48 & 49 Vict. c. 69, is a continuing one, and therefore a person who has brought a girl from Scotland into England may be tried in England (*R.* v. *Mackenzie*, 1910, 75 J. P. 159).

437. ——. By sec. 1 of the Criminal Law Amendment Act, 1912, 2 & 3 Geo. v. c. 20, a constable may take into custody without a warrant any person whom he shall have good cause to suspect of having committed, or of having attempted to commit, any offence against sec. 2 of the Criminal Law Amendment Act, 1885. Section 2 of the same Act adds the words "or frequents" after the words "an inmate of" wherever they occur in subsecs. (3) & (4) of sec. 2 of the Criminal Law Amendment Act, 1885.

Any male person who is convicted under sec. 2 of the Criminal Law Amendment Act, 1885, may at the discretion of the Court, and in addition to any term of imprisonment awarded in respect of the said offence, be sentenced to be once privately whipped, and the number of strokes and the instrument with which they are to be inflicted are to be specified in the sentence.

437. ——. In an indictment under sec. 2 (1) of the Criminal Law Amendment Act, 1885, it is sufficient to allege that the offence was committed against a "girl," without specifying her age. The words "under twenty-one years of age" in the said section, qualify the word "woman" only, and not the word "girl" (*R.* v. *Jones*, 1911, 106 L. T. 1024).

437. ——. As to sec. 6 of the Criminal Law Amendment Act, 1885, see further CRUELTY TO CHILDREN herein.

439. Brunei.—See NORTH BORNEO, BRUNEI, AND SARAWAK, Vol. X. p. 21.

439. Builder and Building Contracts.—See LANDS CLAUSES ACTS herein.

458. Building, Height of.—See Vol. IX. p. 632.

458. Building Scheme.—The entry on the Land Register of restrictive conditions under sec. 84 of the Land Transfer Act, 1875, does not entitle a purchaser of part of the land to enforce the conditions against the purchasers of other parts in the absence of a building scheme and of contractual rights between the purchasers (*Willé* v. *St. John*, [1910] 1 Ch. 325; 79 L. J. Ch. 239).

458. ——. An advertisement hoarding is a building, and billposting is an offensive trade within a covenant not to erect any building for the carrying on of any noisy, noisome, offensive, or dangerous trade or calling (*Nussey* v. *Provincial Billposting Co.*, [1909] 1 Ch. 734; 78 L. J. Ch. 539).

458. ——. Where a purchaser of a part of an estate grants a building lease, and his lessee erects a house in contravention of one of the covenants, and the lease is disclaimed by the lessee's trustee in bankruptcy, the Court will not grant a mandatory injunction to pull down the house (*Powell* v. *Hemsley*, [1909] 2 Ch. 252; 78 L. J. Ch. 741).

459. ——. The decision in *Whitehouse* v. *Hugh*, [1906] 1 Ch. 253, was affirmed in the Court of Appeal, see [1906] 2 Ch. 283 ; 75 L. J. Ch. 677.

459. ——. *Knight* v. *Simmonds*, [1896] 2 Ch. 294 ; 65 L. J. Ch. 583, was followed in *Sobey* v. *Sainsbury*, [1913] 2 Ch. 513.

459. ——. After *Osborne* v. *Bradley*, [1903] 2 Ch. 446, add a reference to *Elliston* v. *Reacher*, [1908] 2 Ch. 665 ; 78 L. J. Ch. 87.

460. Building Societies.—Add a reference to the Building Societies Regulations, 1906 (St. R. & O. 1906, Nos. 838, 885), which vary Regulations 41 and 42 of the Building Societies Regulations, 1895.

460. ——. Where the rules of a building society gave power to borrow without specifying the purposes for which the power might be exercised, it was held that the power to borrow was impliedly limited to the objects expressed in the rules. It was further held that as the power to borrow had been exercised for the purposes of carrying on a banking business, not authorised by the rules, the claims of the depositors who had notice of the illegality were postponed, in the winding-up of the society, to those of creditors and unadvanced members (*In re Birkbeck Permanent Benefit Building Society*, [1912] 2 Ch. 183 ; 81 L. J. Ch. 769).

In the case of overdrafts, however, it was held that although the banking business was *ultra vires*, it was not illegal, and that the liquidator could maintain an action against a customer for the amount of his overdraft as for money had and received to the use of the Society (*Brougham* v. *Dwyer*, [1913] 108 L. T. 504).

469.——. In order that a retired clerk may prove in the winding-up of a Building Society for the capital value of a pension, he must prove that the pension is paid to him in pursuance of a valid contract, and that it is not a mere gratuity. If the clerk has been employed in business which is *ultra vires*, he cannot prove, whether he has a contract or not (*In re Birkbeck Permanent Benefit Building Society*, [1913] 1 Ch. 400 ; 82 L. J. Ch. 232).

470. ——. After *In re Miller*, [1893] 1 Q. B. 327, add a reference to *In re Eilbeck ; Ex parte Good Intent Lodge Trustees*, [1910] 1 K. B. 136 ; 79 L. J. K. B. 265.

479. Burglary (and Kindred Offences).—In *R.* v. *Chandler*, [1913] 1 K. B. 125 ; 82 L. J. K. B. 106, the prisoner procured the key of a pawnbroker's premises from one of his assistants, with whom he arranged the time at which he should enter the premises. In giving the prisoner this assistance, the assistant was acting with the knowledge and under the directions of the police and his employer. It was held, nevertheless, that he was rightly convicted of breaking and entering the premises with intent to steal, inasmuch as there was no consent by the owner of the premises that he should enter with intent to steal.

481. Burglary Insurance.—A burglary committed by a gang of men who entered the premises with the aid of an employee of the assured, is a loss by robbery by a member of the assured's staff (*Saqui & Lawrence* v. *Stearns*, [1911] 1 K. B. 426 ; 80 L. J. K. B. 451).

481. Burial.—All powers conferred on the Treasury as regards any local authority in England, except the London County Council, by any enactment contained in, applied by, or incorporated with the Burial Acts, 1852 to 1900, are transferred to the Local Government Board by the Local Authorities (Treasury Powers) Act, 1906, 6 Edw. vii. c. 33.

482. ——. Line 6 from foot, *for* "[1900] P.," *read* "[1901] P."

484. ——. The Ecclesiastical Courts have power to grant a faculty for the erection of non-provided schools on ground which has been consecrated, but not specifically as burial ground, in cases where the trust deeds of the proposed schools provide that the religious instruction proposed to be given in the schools is to be in accordance with the principles of the Church of England, and provided that burials have not in fact taken place on the ground (*Corke* v. *Ranger*, [1912] P. 69). This case was approved of in *Sutton* v. *Bowden*, [1913] 1 Ch. 518 ; 82 L. J. Ch. 322.

485. ——. Where a disused chapel and burial ground are sold in pursuance of an order of the Charity Commissioners under sec. 24 of the Charitable Trusts Act, 1853, the sale is not made "under the authority of an Act of Parliament" within the meaning of sec. 5 of the Disused Burial Grounds Act, 1884 (*In re Howard Street Congregational Chapel*, [1913] 2 Ch. 690).

487. ——. The decision in *Young* v. *Kingston Joint Burials Committee*, [1906] 1 K. B. 338, was affirmed on different grounds in the Court of Appeal, see [1907] 1 K. B. 416 ; 76 L. J. K. B. 382.

487. ——. In sec. 10 of the Cemeteries Clauses Act, 1847, 10 & 11 Vict. c. 65, as incorporated with the Public Health (Interments) Act, 1879, 42 & 43 Vict. c. 31, "100 yards" is substituted for "200 yards" by the Burial Act, 1906, 6 Edw. vii. c. 44, sec. 2.

By sec. 1 of the same Act the consent of the owner, lessee, and occupier of a dwelling-house to use for burials any ground used or appropriated for a burial ground or cemetery, mentioned in sec. 9 of the Burial Act, 1855, 18 & 19 Vict. c. 128, is not, and is deemed never to have been, required in any case where the dwelling-house is or was begun to be erected, or is or was erected after any part of that ground has or had been so used or appropriated. Nothing in the section, however, is to affect any rights acquired before November 27, 1906, under any judgment or order of a Court of competent jurisdiction, or under any agreement in writing ; but if a dispute, one of the parties to which is a burial authority within the meaning of the Burial Act, 1890, 63 & 64 Vict. c. 15, arises under such agreement as to any such right, the dispute shall, if either party so requires, be determined by the Local Government Board either as arbitrators or otherwise at the option of the Board, in accordance with secs. 63 and 87 (1) and (5) of the Local Government Act, 1888, 51 & 52 Vict. c. 41. This section overrules the decision in *Godden* v. *Hythe Burial Board*, [1906] 2 Ch. 270.

487. ——. Where a burial ground was maintained by a burial authority, and was used before 1900 for the use of a particular parish, and subsequently was used for an additional parish, it was held that the incumbent of the additional parish was not entitled to fees other than for services rendered for the burial of his parishioners therein, under sec. 3 of the Burial Act, 1900 (*Anderson* v. *Wandsworth Borough Council*, [1908] 2 Ch. 81 ; 77 L. J. Ch. 462).

487. ——. Land originally bought with ecclesiastical funds was by a private Act of Parliament vested in the rector and churchwardens of St. George's, Hanover Square, as a burial ground for the parish, the fees going to the rector and his successors. Building leases of part of this land which was not consecrated were granted by the rector and churchwardens acting under the direction of the vestry. By an Order in Council of 1854 the burial ground was closed. Fresh leases were granted as the old ones fell in. The House of Lords held, reversing the decision of the Court of Appeal ([1909] 1 Ch. 592; 78 L. J. Ch. 581), that the Burial Act, 1857, 20 & 21 Vict. c. 81, did not operate so as to make the land other than church property, and that the effect of the London Government Act, 1899, secs. 4 and 23, did not give the borough council power over the rents arising from the land, but that that power remained in the vestry (*St. George's, Hanover Square* (*Rector and Churchwardens*) v. *Westminster Corporation*, [1910] A. C. 225; 79 L. J. Ch. 310).

490. Butcher.—As to unsound meat and compensation, see further Food, Vol. VI. p. 142, and herein.

492. Butter.—For the provisions of the Butter and Margarine Act, 1907, 7 Edw. vii. c. 21, see article Margarine, Vol. VIII. p. 572.

493. By-laws.—Proof of.—See Evidence herein.

498. C.F.I.—See Sale of Goods herein.

498. Cab.—See Order dated December 26, 1905 (St. R. & O. 1906, p. 407), made under the Metropolitan Public Carriage Act, 1869.

498. ——. The London Cab and Stage Carriage Act, 1907, 7 Edw. vii. c. 55, applies only to the Metropolitan Police District and the city of London (s. 6 (3)). The expressions "hackney carriage," "stage carriage," "metropolitan stage carriage," and "cab," in any Act relating to London is extended so as to include vehicles propelled by mechanical power (s. 6 (2)).

Section 1 gives the Secretary of State power to fix the fares of cabs fitted with taximeters, but the fares for horse cabs so fitted must not be more than sixpence a mile, and sixpence for twelve minutes if the fare is calculated by time. Regulations made under this section are valid, even though they are inconsistent with previous enactments.

The privileged cab system is abolished, and railway companies must not give any cab a privilege or preference. The Secretary of State has power to fix the maximum charge to be made for the admission of a cab into stations. If satisfied that it is necessary, in order to secure a sufficient supply of cabs, the Secretary of State may, by Order, allow the privilege system as regards any particular station. Drivers must abide by regulations made by the railway companies for maintaining order or dealing with traffic, including regulations as to the number of cabs to be admitted, the rejection of drivers unfit to be admitted, and the expulsion of drivers for misconduct or breach of by-laws or regulations.

The Secretary of State may apply any provisions of the Acts relating to stage carriages in London to stage carriages which, on every journey, go to or from some town or place outside London, from which they are exempted by sec. 2 of the London Hackney Carriages Act, 1843, 6 & 7 Vict. c. 86, or sec. 8 of the Metropolitan Public Carriage Act, 1869, 32 & 33 Vict. c. 115.

The Commissioner of Metropolitan Police and the Commissioner of City Police may give directions for stopping-places. Any driver or conductor disregarding such direction is liable to a penalty of 40s. (s. 4).

Rules dated December 30, 1907 (St. R. & O. 1907, p. 714), June 29, 1909 (St. R. & O. 1909, No. 721), and May 24, 1912 (St. R. & O. 1912, No. 531) have been made under the Act and the Metropolitan Cab and Stage Carriage Acts, 1869 and 1907.

The discretion of the Commissioner of the Metropolitan Police to refuse to grant a licence for a stage carriage is limited to the cases specified in clauses (*a*) and (*b*) of regulation 1 of the Order of December 30, 1907. Those clauses are as follows : (*a*) A licence shall not be granted to any person under the age of twenty-one years, and any licence so granted shall be void. (*b*) The Commissioner may at his discretion refuse to licence any person who has been convicted of a felony, misdemeanour, or of cruelty to animals, or who, having previously held a licence for a cab or stage carriage, has had such previous licence revoked or suspended (*R.* v. *Metropolitan Police Commissioner; Ex parte Holloway,* [1911] 2 K. B. 1131 ; 81 L. J. K. B. 205, overruling *R.* v. *Metropolitan Police Commissioner ; Ex parte Pearce,* 1910, 80 L. J. K. B. 223).

500. ——. The driver of a taxicab is the servant of his employer for the purposes of the Falsification of Accounts Act, 1875, and may be convicted under that Act for falsifying the taximeter (*R.* v. *Solomons,* [1909] 2 K. B. 980 ; 79 L. J. K. B. 8) ; but he has no contract of service so as to bring him within the Workmen's Compensation Act (see *Doggett* v. *Waterloo Taxicab Co.,* [1910] 2 K. B. 336 ; 79 L. J. K. B. 1085 ; *Smith* v. *General Motor Cab Co.,* [1911] A. C. 188 ; 80 L. J. K. B. 839).

502. ——. Although sec. 4 of the London Hackney Carriage Act, 1850, contains no penalty clause, the penalty imposed by the Act of 1853 applies to regulations made under the former Act (*Willingale* v. *Norris,* [1909] 1 K. B. 57 ; 78 L. J. K. B. 69).

518. Camera, In.—The Probate Divorce and Admiralty Division has no power to order that any matrimonial suit should be heard *in camera,* even if the parties agree, unless it is shown that the interests of justice demand it. The question of public decency is immaterial, and the only case in which the Court may hear a case *in camera* is where otherwise one of the parties would be prevented by the publicity from seeking justice from the Court.

In cases where the Court has jurisdiction to order a hearing *in camera,* a publication of an account of the proceedings by one of the parties does not amount to a contempt of Court. In such a case an order made by the Court on a motion that certain persons who have published a report of the proceedings is not a "criminal cause or matter" within sec. 47 of the Judicature Act, 1873 (*Scott* v. *Scott,* [1913] A. C. 417 ; 82 L. J. P. 74).

521. Campbell's (Lord) Act (Accidents).—In *Taff Vale Railway* v. *Jenkins,* [1913] A.C. 1 ; 82 L. J. K. B. 49, the plaintiff sued in respect of the loss of his daughter, who had nearly finished her apprenticeship to a dressmaker. There was no evidence that she had earned any wages, but it was held that there was sufficient evidence to go to the jury, as the plaintiff had only to show a reasonable expectation of pecuniary benefit from the continuance of his daughter's life.

522. ——. By the Fatal Accidents (Damages) Act, 1908, 8 Edw. vii. c. 7, any sums payable on the death of the deceased under any contract of insurance, whether made before or after the passing of the Act, are not to be taken into account in assessing the damages.

525. **Canada.**—Sec. 6 of the Dominion Statute, 60 & 61 Vict. c. 11 (the Alien Labour Act), as amended by 1 Edw. vii. c. 13, sec. 13, referring to the expulsion of aliens, was held to be *intra vires* in *Att.-Gen. for Canada* v. *Cain*, [1906] A. C. 542 ; 75 L. J. P. C. 81.

526. ——. Where both the Dominion and Provisional Legislatures have powers to legislate, and there is a conflict between their enactments, the legislation of the Dominion Parliament prevails (*Grand Trunk Rly.* v. *Att.-Gen. for Canada*, [1907] A. C. 65 ; 76 L. J. P. C. 23 ; *Crown Grain Co.* v. *Day*, [1908] A. C. 504 ; 78 L. J. P. C. 19 ; *Compagnie Hydraulique de St. François* v. *Continental Heat and Light Co.*, [1909] A. C. 194 ; 78 L. J. P. C. 60).

A Provincial Legislature cannot restrict the right of appeal to the Supreme Court of the Dominion (*Crown Grain Co.* v. *Day* (*supra*)).

528. ——. An appeal lies to the Judicial Committee of the Privy Council from a decision of the Supreme Court of Canada on an appeal thereto from an order of the Railway Board of Canada (*Canadian Pacific Railway* v. *Toronto Corporation*, [1911] A. C. 461 ; 81 L. J. P. C. 5).

528. ——. Notwithstanding the provisions of the Canadian Supreme and Exchequer Courts Act, 1875, 38 Vict. c. 11, sec. 47, an appeal lies as of right, without leave, to the Privy Council, from a judgment of the Supreme Court of Canada pronounced in an appeal to that Court from a judgment of the Colonial Court of Admiralty for Canada under sec. 6 of the Colonial Courts of Admiralty Act, 1890, 53 & 54 Vict. c. 27 (*Richelieu and Ontario Navigation Co.* v. *S.S. Cape Breton*, [1907] A. C. 112 ; 76 L. J. P. C. 14). As to the jurisdiction in Admiralty of the Exchequer Court of Canada, see *Bow* v. *Camosun* (*Owners*), [1909] A. C. 597 ; 79 L. J. P. C. 17.

528. ——. Appeals to the Privy Council from the Supreme Court of Nova Scotia are now regulated by Order in Council of July 5, 1911 (St. R. & O. 1911, No. 663).

528. ——. Appeals to the Privy Council from the Supreme Court of New Brunswick are regulated by Order in Council of November 7, 1910 (St. R. & O. 1910, No. 1185).

529. ——. Appeals to the Privy Council from the Court of Appeal of Manitoba are regulated by Order in Council of November 28, 1910 (St. R. & O. 1910, No. 1285).

529. ——. The Supreme Court of British Columbia has power to dissolve marriages (*Watts* v. *Watts*, [1908] A. C. 573 ; 77 L. J. P. C. 121).

529. ——. Appeals to the Privy Council from the Court of Appeal of British Columbia are now regulated by Order in Council of January 23, 1911 (St. R. & O. 1911, No. 97).

529. ——. Appeals to the Privy Council from the Supreme Court of Prince Edward Island are regulated by Order in Council of October

13, 1910 (St. R. & O. 1910, No. 1111), from the Supreme Court of Saskatchewan by Order in Council of October 13, 1910 (St. R. & O. 1910, No. 1112), and from the Supreme Court of Alberta by Order in Council of January 10, 1910 (St. R. & O. 1910, No. 69).

529. ——. The Colonial Probates Act, 1892, 55 & 56 Vict. c. 6, is applied to Alberta and Saskatchewan by Order in Council of Feb. 11, 1913 (St. R. & O. 1913, No. 214).

550. Cape of Good Hope.—By the South Africa Act, 1909, 9 Edw. VII. c. 9, the colonies of the Cape of Good Hope, Natal, the Transvaal, and the Orange River Colony are united in a Legislative Union under one Government, under the name of the Union of South Africa, as from May 31, 1910 (see Proclamation of December 2, 1909).

550. ——. By Order in Council of August 2, 1910 (St. R. & O. 1910, No. 882), the Resident Commissioner, as judge of the Court of the Resident Commissioner, is given authority under the Foreign Tribunals Evidence Act, 1856, and the Evidence by Commission Act, 1859.

566. Cargo.—*Bond, Connolly & Co.* v. *Federal Steam Navigation Co.* was affirmed, see 22 T. L. R. 685.

566. ——. The decision in *Darling* v. *Raeburn*, [1906] 1 K. B. 572, was affirmed in the Court of Appeal, see [1907] 1 K. B. 846 ; 76 L. J. K. B. 570.

567. ——. As to timber cargoes, see further M. S. A., 1906, sec. 10, and the rules made thereunder, Nos. 78 and 683 of 1907 (St. R. & O. 1907, pp. 700, 702).

568. ——. Where a charter party provided that the charterers should load a cargo of not less than 6500 tons, but not exceeding 7000 tons, which the charterers bound themselves to ship, not exceeding what the vessel could reasonably stow and carry, the charterers were held bound to load a full cargo up to the ship's capacity within those limits (*Jardine* v. *Clyde Shipping Co.*, [1910] 1 K. B. 627 ; 79 L. J. K. B. 634).

577.——. As to what amounts to a warehousing of goods under the Merchant Shipping Act, 1894, see *Dennis* v. *Cork Steamship Co.*, [1913] 2 K. B. 393 ; 82 L. J. K. B. 660.

578. Carrier.—A warehouseman who agreed to carry goods from a ship and to warehouse them for the same remuneration as that charged for warehousing alone was held not to be a common carrier in *Consolidated Tea and Lands Co.* v. *Oliver's Bonded Wharf*, [1910] 2 K. B. 395 ; 79 L. J. K. B. 810.

580. ——. In calculating what is a reasonable time within which a railway company ought to deliver goods, all the circumstances of the case must be taken into consideration. A strike of the employees on the railway is one of such circumstances, provided the strike has not been brought about by the default of the railway company. The power of a carrier by land to sell perishable goods which cannot be delivered depends, as in the case of carriage by sea, on the existence of a real necessity for the sale, and on the fact that it is impossible to get the instructions of the owner of the goods (*Sims* v. *Midland Railway*, [1913] 1 K. B. 103 ; 82 L. J. K. B. 67).

583. ——. The fact that a railway company allows a passenger to take a certain amount of luggage free is not inconsistent with their rights as to articles of the value of more than £10 under secs. 1 and 2 of the Carriers Act, 1830 (*Casswell* v. *Cheshire Lines Committee*, [1907] 2 K. B. 499 ; 76 L. J. K. B. 734).

585. ——. In the Scotch case of *Bastable* v. *North British Railway*, [1912] S. C. 555, it was held that the failure of a railway servant to gauge a load in a truck before it left the station was wilful misconduct within the meaning of a contract which relieved the company of liability for damage other than that caused by the wilful misconduct of the employees.

585. ——. A railway company which owns steamships and which has adopted part IV. of the Railway Clauses Act, 1863, is bound by the provisions of sec. 7 of the Railway and Canal Traffic Act, 1854, even in cases in which the carriage is entirely by sea (*Jenkins* v. *Great Central Railway*, [1912] 1 K. B. 1 ; 81 L. J. K. B. 24). In that case it was held that a condition exempting the company from liability in the event of the negligence of its servants was not just and reasonable, no alternative rate having been offered to the consigners.

585. ——. After *Dickson* v. *Great Northern Rly.*, 18 Q. B. D. 176, add a reference to *Williams* v. *Midland Rly.*, [1908] 1 K. B. 252 ; 77 L. J. K. B. 157, which qualifies the statement in the text.

585. ——. As to what is a "just and reasonable" condition within sec. 7 of the Railway and Canal Traffic Act, 1854, see *Sutcliffe* v. *Great Western Railway*, [1910] 1 K. B. 478 ; 79 L. J. K. B. 437.

589. ——. A condition in a railway company's time-table stating that commercial travellers' luggage is carried free of charge on condition that the company is freed from all liability for loss, etc., will not relieve the company from liability unless the owner of the luggage has signed a special contract under sec. 7 of the Railway and Canal Traffic Act, 1854, 17 & 18 Vict. c. 31 (*Wilkinson* v. *Lancashire and Yorkshire Rly. Co.*, [1907] 2 K. B. 222 ; 76 L. J. K. B. 801).

590. ——. In *United States Steel Products Co.* v. *Great Western Railway*, [1913] 3 K. B. 357 ; 82 L. J. K. B. 968, the plaintiffs shipped goods from the United States to a station in England, the plaintiffs paying the freight in advance. The carrier was entitled to forward the goods by a connecting carrier upon such conditions as the latter might expect. The carrier handed the goods to the defendants, whose consignment note provided that the goods were subject to a lien for money due for the carriage, and also to "a general lien for any other moneys due to them from the owners of such goods upon any account." While the goods were in the custody of the defendants the plaintiffs stopped them *in transitu*. The consignees owed a large sum to the defendants and the defendants claimed to be entitled to hold the goods under the general lien. Pickford, J., held that the condition in the consignment note was not framed to meet such a case, although the wording of it was sufficiently wide to do so, and that the defendants were not entitled to hold the goods against such a claim. [Reversed, C. A., April, 1914.]

603. Caution.—*R.* v. *Gavin*, 15 Cox, 656, was disapproved in *R.* v. *Best*, [1909] 1 K. B. 692 ; 78 L. J. K. B. 658, where it was held that a statement made by a prisoner while in custody in answer to a question by a police officer is not necessarily inadmissible.

605. Caveat Actor.—The principle of *Rylands* v. *Fletcher*, 1868, L. R. 3 H. L. 330, applies to the discharge of sewage and the injury of riparian owners, see *Jones* v. *Llanwrst Urban Council*, [1911] 1 Ch. 393; 80 L. J. Ch. 145, *sub. tit.* DRAINS AND SEWERS herein.

611. Census.—A census for Great Britain and Ireland was taken on Sunday, April 2, 1911 (Census (Great Britain) Act, 1910, 10 Edw. VII. and 1 Geo. V. c. 27; and Census (Ireland) Act, 10 Edw. VII. and 1 Geo. V. c. 11).

617. Certificate of Conviction.—Where a convicted felon, or the personal representative of a convicted murderer who has been executed, brings any civil proceeding to establish claims or to enforce rights, which result to the felon, or to the convicted testator from his own crime, the conviction is admissible in evidence, not merely as proof of his conviction, but also as presumptive proof of the commission of the crime (*In the goods of Crippen*, [1911] P. 108; 80 L. J. P. 47).

625, 626, 629. Certiorari.—See the case of *R.* v. *Woodhouse*, [1906] 2 K. B. 510, in the House of Lords (*sub nom. Leeds Corporation* v. *Ryder*, [1907] A. C. 420; 76 L. J. K. B. 1032).

629. ——. Where an action is removed from the County Court to the High Court by *certiorari*, whether by consent or not, the plaintiff may elect whether to proceed with the action or not (*Harrison* v. *Bull*, [1912] 1 K. B. 612; 81 L. J. K. B. 656).

636. Ceylon.—The Roman and Roman-Dutch text law which prevents persons who have lived in adultery from marrying has been discarded. See Ordinance 6 of 1847 (*Rabot* v. *De Silva*, [1909] A. C. 376; 78 L. J. P. C. 73).

647. Champerty.—To the authorities quoted in paragraph 3 add *Wedgerfield* v. *De Bernardy*, 1908, 25 T. L. R. 21.

676. Charities.—The short summary of the Mortmain Act, 1891, given under the title " Charities " requires a little explanation. It enables every kind of property to be left by will for charitable purposes, but in the case of land of any tenure it directs the same to be sold within one year after the testator's death, or within such extended time as may be allowed under the Act; and it leaves land of any tenure subject to the old provision that a voluntary gift of it by deed *inter vivos* is avoided by the death of the donor within one year after its execution. Leaseholds therefore fall under this law. Other kinds of property, which were formerly deemed impure personalty, are exempted altogether from the old disqualifications. If left by will in charity they may be retained, and if given by deed *inter vivos*, the gift is not liable to be avoided by the death of the donor within a year.

678. ——. A testator domiciled in England cannot bequeath to charity mortgages of land in Ontario, such a disposition being forbidden by the law of Ontario (*In re Hoyles*, [1911] 1 Ch. 179; 80 L. J. Ch. 274).

678. ——. Where the scheme of a charity provided that the income should be applied for the benefit of a named hospital in England, " or such other medical charity or charities . . . as the trustees may in their uncontrolled discretion from time to time determine," it was held that the income could not be devoted to charities outside the jurisdiction (*In re Mirrlees' Charity*, [1910] 1 Ch. 163; 79 L. J. Ch. 73).

678. ——. A bequest to a hospital to found a bed must be invested and the income thereof expended, so far as it will go, in supporting the bed. The fund cannot be treated as general annual income (*Att.-Gen.* v. *Belgrave Hospital for Children*, [1910] 1 Ch. 73; 79 L. J. Ch. 75).

680. ——. A bequest of a leasehold house for the purposes of a school was held to be a good charitable gift; not so a bequest of a leasehold house to be used for the storage and distribution of books by certain authors (*In re Hawkins; Walrond* v. *Newton*, 1906, 22 T. L. R. 521).

A gift of residuary estate for the purpose of founding a school for all trades connected with the building and fitting of steam and sailing ships was held to be void as involving the acquisition of land and the building of a schoolhouse (*In re Vere; Carter* v. *Brown*, 1906, 22 T. L. R. 273).

682. ——. City companies are not "charities." A bequest to a city company for its general purposes, followed by authority to the trustees to administer the "charity," is not a charitable gift, and the company is entitled to the property free from any charitable trust (*In re Meech*, [1910] 1 Ch. 426; 79 L. J. Ch. 209).

683. ——. To list of good charitable gifts add:—A gift to the vicar and churchwardens to be applied in their discretion was held a valid charitable gift to the parish for ecclesiastical purposes (*In re Garrard; Gordon* v. *Craigie*, [1907] 1 Ch. 382; 76 L. J. Ch. 240).

Missionary objects (*In re Kenny; Clode* v. *Andrews*, 1907, 97 L. T. 130).

Local and Scottish charitable institutions and schemes (*Dick* v. *Audsley*, [1908] A. C. 347; 77 L. J. P. C. 126).

Indigent bachelors and widowers of certain classes and qualifications (*Weir* v. *Crum Brown*, [1908] A. C. 162; 77 L. J. P. C. 41).

Mess or poor of a regiment (*In re Donald; Moore* v. *Somerset*, [1909] 2 Ch. 410; 78 L. J. Ch. 761).

Payment for dinners of those attending religious society (*In re Charlesworth*, 1910, 101 L. T. 908).

Maintenance, support, education, or benefit of honest and industrious blind persons in Newcastle (*In re Elliott*, [1910] 102 L. T. 528).

Certain purposes in connection with a Cats' Home (*Swifte* v. *Att.-Gen. for Ireland*, [1912] 1 Ir. R. 133).

Home for maternity nurses for poor people carried on by the testatrix (*In re Webster; Pearson* v. *Webster*, [1912] 1 Ch. 106; 81 L. J. Ch. 79).

684. ——. To list of void charitable gifts add:—Charitable or emigration uses (*In re Sidney; Hingeston* v. *Sidney*, [1908] 1 Ch. 488; 77 L. J. Ch. 296).

Dinners to members of a City company; general or benevolent objects or purposes of City company (*In re Barnett; Waring* v. *Painter Stainers' Company*, 1908, 24 T. L. R. 788).

Charitable religious or other societies in connection with the Roman Catholic Faith in England as the Roman Catholic Archbishop of Westminster should think fit (*In re Davidson; Minty* v. *Bourne*, [1909] 1 Ch. 567; 78 L. J. Ch. 437).

Such purposes, "civil or religious," as trustees should appoint (*In re Friends' Free School*, [1909] 2 Ch. 675; 79 L. J. Ch. 5).

One-tenth of income to Charity Organisation Society, residue to such other societies as governing body should decide (*In re Freeman's Will; Shilton* v. *Freeman*, [1908] 1 Ch. 720; 77 L. J. Ch. 401).

To the Roman Catholic Archbishop of Brisbane and his successors "to be used and expended wholly or in part as such Archbishop may judge most conducive to the good religion of this diocese" (*Dunne* v. *Byrne*, [1912] A. C. 407; 81 L. J. P. C. 202).

To an angling society for the purpose of restocking water with fish (*In re Clifford; Mallam* v. *M'Fie*, [1912] 1 Ch. 29; 81 L. J. Ch. 220).

684. ——. In *In re Da Costa; Clarke* v. *Church of England Collegiate School of St. Peter*, [1912] 1 Ch. 337; 81 L. J. Ch. 293), a testator devised land in Australia to a collegiate school, subject to an express condition that the council of the school should publish an annual statement of payments and receipts. In default, there was a gift over to such person or persons as the Governor of South Australia should direct. It was held that the gift over was not a good charitable gift, and that the condition was void as offending against the rule against perpetuities. The council of the school were therefore held to be entitled to a conveyance of the land freed from the condition.

685. ——. A gift to a school which has ceased to be used as a day school but is still used as a Sunday school was held not to have lapsed in *In re Waring; Hayward* v. *Att.-Gen.*, [1907] 1 Ch. 166; 76 L. J. Ch. 49; but under the School Sites Act, 1841, 4 & 5 Vict. c. 38, where a school ceases to be used for the purposes specified in the deed of grant it reverts to the donor, although it is still being used for purposes specified in the Act (*Att.-Gen.* v. *Shadwell*, [1910] 1 Ch. 92; 79 L. J. Ch. 113).

685. ——. By a will made in 1908 a legacy was given to the "A" Charity. In 1905 this charity had been amalgamated with a number of other charities under a scheme of the Charity Commissioners. Notwithstanding the amalgamation, the charity was held not to have become defunct, and the legacy did not lapse (*In re Faraker; Faraker* v. *Durell*, [1912] 2 Ch. 488; 81 L. J. Ch. 635). In this case the Court of Appeal gave leave to the Attorney-General to appeal from the decision of the Court below, although he had not been a party to the proceedings below.

685. ——. A gift to an institute which is abandoned fails, and if there is no general charitable intention the *cy-près* doctrine cannot be applied (*In re University of London Medical Sciences Institute Fund; Fowler* v. *Att.-Gen.*, [1909] 2 Ch. 1; 78 L. J. Ch. 562).

685. ——. *In re Unite; Edwards* v. *Smith*, is now reported in 75 L. J. Ch. 163.

685. ——. The Court has power to settle a scheme for objects out of the jurisdiction, if some of the trustees reside in England and the fund remains in England (*In re Vagliano; Vagliano* v. *Vagliano*, 1905, 75 L. J. Ch. 119).

685. ——. A gift to "Queen's College, Belfast," which had ceased to exist was held not to have lapsed, but to enure to the benefit of "Queen's University, Belfast," which had taken the place of the first named institution and had succeeded to its property (*In re Magrath; Histed* v. *Belfast University*, [1913] 2 Ch. 331; 82 L. J. Ch. 532).

686. ——. For an example of the class of case where a charitable gift fails, owing to its being given for a particular object (there being no paramount intention to benefit any particular class of charitable objects), and the particular object being impossible of fulfilment, see *In re Wilson; Twentyman* v. *Simpson*, [1913] 1 Ch. 314; 82 L. J. Ch. 161.

686. ——. The *cy-près* doctrine can only be applied in cases where the testator's intention cannot be carried out (*In re Weir Hospital*, [1910] 2 Ch. 124; 79 L. J. Ch. 723).

687. ——. The Court has power to sanction alterations in the subsidiary regulations of a charity if such alterations are necessary in order to carry out the primary object of the charity (*In re Queen's School, Chester*, [1910] 1 Ch. 796; 79 L. J. Ch. 270).

687. ——. In the administration of charitable trusts the act of the majority of the trustees is the act of the whole body (*Wilkinson* v. *Malin*, 1832, 2 Tyrw. 544; *In re Whiteley*, [1910] 1 Ch. 600; 79 L. J. Ch. 405).

687. ——. A charitable gift directed that the sum of 2s. weekly should be spent in buying bread for the poor, and "the residue of the profits thereof, if any, shall arise or grow out of the said premises over and above the said sum of 2s. weekly, the same to be employed for or towards the charges of a sermon once in every year to be made." The value of the gift became largely increased, and it was held that the proceeds must be devoted first of all towards supplying the bread to the value of 2s. weekly, and that the remainder must be applied *cy-près* to the preaching of a sermon, and that it could not be divided between the two objects (*Att.-Gen.* v. *Pelly; Avenon's Charity, In re*, 1912, 106 L. T. 295). This charity again came before the Court for approval of a scheme, when it was held that as the intention of the testator was distinctly religious, no part of the property should be devoted to non-religious objects. It was further held that the object nearest to that expressed by the testator was the payment of stipends to assistant curates, and that any sums not required for this purpose should be devoted to the expense of conducting services in the church, the visitation of the poor, or the religious interests of the parishioners. At the date of the application the original parish had been divided into nineteen ecclesiastical parishes, and the Court held that the scheme must be confined to the parish which was served by the old parish church. It was further held that the vicar might himself preach the sermon required by the gift, and might receive the fee for doing so ([1913] 2 Ch. 261; 82 L. J. Ch. 398).

687. ——. For an example of a case where the Court held that the testator had expressed only a particular intention, and not a general intention of charity, and in which therefore the *cy-près* doctrine was inapplicable, see the Scotch case of *Burgess's Trustees* v. *Crawford*, [1912] S. C. 387. In this case the object of the charity could not be achieved owing to supervening legislation.

687. ——. In *Att.-Gen.* v. *Price*, [1912] 1 Ch. 667; 81 L. J. Ch. 317, land was granted by a donor for the purpose of building a school to be carried on as a national school in connection with the Church of England. The school having been closed owing to the inability of the trustees to satisfy the requirements of the education authorities under the Education Act, 1902, the Court of Appeal, applying the *cy-près* doctrine, directed the trust premises to be used for the general education, apart from religious denominational teaching, for the class for which the school was originally intended. The Court held that the School Sites Act, 1841, extends to secular education.

690. Charity Commission.—The Court will interfere with an order of the Charity Commissioners confirming a scheme which is *ultra vires*. The Commissioners have no power to apply the *cy-près* doctrine unless the testator's intentions are incapable of fulfilment (*In re Weir Hospital*, [1910] 2 Ch. 124; 79 L. J. Ch. 723).

691. ——. *In re Church Army*, [1906] W. N. 73, is now reported in 75 L. J. Ch. 467; 94 L. T. 559; 22 T. L. R. 428.

VOLUME III.

1. Charter Party.—An ambiguous or contradictory charter party gives no protection to the shipowner (*Nelson Line* v. *Nelson*, [1908] A. C. 16).

9. ——. After *Schmaltz* v. *Avery*, 16 Q. B. 655, add a reference to *Harper* v. *Vigers*, [1909] 2 K. B. 549; 78 L. J. K. B. 867, cited *sub tit.* BROKER herein.

12. ——. A ship is not ready to load until the charterers are able to have complete control of all her cargo space (*Lyderhorn Sailing Ship Co.* v. *Duncan*, [1909] 2 K. B. 929; 79 L. J. K. B. 105).

15. ——. Line 17, after "*M'Iver & Co.*," add "v. *Tate Steamers*."

16. ——. A shipowner whose ship has not reached the port of loading by the date specified in the charter party cannot call on the charterer to exercise his option to cancel the charter party before her arrival (*Moel Tryvan Ship Co.* v. *Weir*, [1910] 2 K. B. 844; 79 L. J. K. B. 898).

15. ——. Where a charter-party exempted the shipowner from the usual perils, even when due to negligence but contained a proviso that the shipowner should be liable (*inter alia*) for the improper opening of valves, it was held that the shipowner was liable in a case where a valve had been improperly left open, although in the first instance it had been properly opened (*Mendl* v. *Ropner*, [1913] 1 K. B. 27; 82 L. J. K. B. 75).

16. ——. A time charter-party contained a provision that the owners and charterers should be mutually absolved from liability in carrying out the contract in so far as they might be hindered or prevented by strikes. The charterers having ordered the ship to a port where they knew that there was a strike of colliers, the ship could not load a cargo, and the charterers refused to pay hire. It was held by the House of Lords that they were so liable in that the strike had not prevented them from carrying out the contract, inasmuch as they could have withdrawn the ship and sent her to some other port (*Brown* v. *Turner*, [1912] A. C. 12; 81 L. J. K. B. 387).

30. Chemist.—Every place where the business of a pharmaceutical chemist, or chemist and druggist, is carried on must be in charge of a duly registered pharmaceutical chemist, or chemist and druggist, whose name and certificate of qualification must be conspicuously exhibited (Poisons and Pharmacy Act, 1908, 8 Edw. VII. c. 55, s. 3 (1)). Section 3 (2) restricts the right of executors, administrators, and trustees of the estate of deceased chemists to carry on the business to the cases where it is carried on by a duly registered person.

A registered chemist or druggist may take, use, or exhibit the title pharmacist (s. 3 (3)).

Section 4 extends the powers of the Pharmaceutical Society as to examinations, etc.

31. ——. A person who is not registered as a pharmaceutical chemist does not commit an offence under sec. 12 of the Act of 1852 by exhibiting a sign over his shop bearing the words "The Pharmacy" (*Pharmaceutical Society* v. *Mercer*, [1910] 1 K. B. 74; 79 L. J. K. B. 50).

34. Cheque.—A banker is entitled to postpone payment of a cheque on the authority of a telegram; but he is not bound to refuse payment on the authority of an unauthenticated telegram. Notice to stop payment of a cheque is not given within sec. 75 of the Bills of Exchange Act, 1882, until it is actually brought to the banker's notice (*Curtice* v. *London City and Midland Bank*, [1908] 1 K. B. 293; 77 L. J. K. B. 341).

36. ——. Line 27, *for* "2 C. P.," *read* "2 C. P. D."

36. ——. *Elliott* v. *Crutchley*, [1903] 2 K. B. 476, has been affirmed, [1904] 1 K. B. 565; [1906] A. C. 7; 75 L. J. K. B. 147.

37. ——. The decision in *Macbeth* v. *N. & S. W. Bank*, [1906] 2 K. B. 718, was affirmed in the House of Lords; see BILLS OF EXCHANGE herein.

41. Chimney.—Section 157 of the Public Health Act, 1875, is extended by sec. 24 of the Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53. As to extent of Act, see secs. 2 (2) and 3.

41. ——. As to what amounts to a continuance of the offence of allowing black smoke to issue from a chimney, see *Greenwich Borough Council* v. *London County Council*, 1912, 106 L. T. 887.

47. China and Corea.—Add to the list of Orders conferring consular jurisdiction, the China and Corea (Amendment) Order, 1907 (St. R. & O. 1907, p. 185); the Corea Order, 1907 (St. R. & O. 1907, p. 190); the Foreign Jurisdiction (Probates) Order, 1908 (St. R. & O. 1908, p. 384); the China and Corea (Amendment) Order, 1909 (St. R. & O. 1909, No. 1233); the China and Corea (Amendment) Order, 1910 (St. R. & O. 1910, No. 880); and see the Foreign Jurisdiction (Admiralty) Order, 1910 (St. R. & O. 1910, No. 1183); Corea Order, 1911 (St. R. & O. 1911, No. 96); The China (Amendment) Order, 1913 (St. R. & O., 1913, No. 892).

47. ——. As to CONSULAR FEES, see that title, Vol. III. p. 495, and herein.

70. Churchyard.—As to the grant of a faculty for the exclusive grant of the reservation for the use of a non-parishioner, his executors, administrators, and assigns, of a portion of the parish churchyard as a place of burial, see *De Romana* v. *Roberts*, [1906] P. 332.

70. Cinematograph.—See PUBLIC ENTERTAINMENT herein.

75. Circuits and Assizes.—The Assizes and Quarter Sessions Act, 1908, 8 Edw. vii. c. 41, provides that where, five days before commission day or the day appointed for holding quarter sessions, it appears that the attendance of jurors will not be required, notice may be given to them to that effect. Persons committed after such notice is given, if not admitted to bail, may be committed at other convenient assizes or sessions. Any person proposing to present a bill of indictment to a grand jury in a case where no other persons have been committed for trial must give notice more than five days before the commission day or day appointed for holding quarter sessions (s. 1).

Where notice has been given as above it is not necessary to hold the assize or quarter sessions unless there is other business to transact (s. 2).

83. ——. The schedule to the Order of July 28, 1893, is replaced by that to Order of March 19, 1908 (St. R. & O. 1908, p. 922), which contains the alterations in date necessary in consequence of the alteration in the date of the long vacation. The latter Order is amended by Order of June 28, 1909 (St. R. & O. 1909, No. 761).

102. Clubs.—The statutes affecting clubs are now consolidated in the Licensing Consolidation Act, 1910. See LICENSING herein.

103. ——. As to alteration of the rules of a club, see *Thellusson* v. *Valentia*, [1907] 2 Ch. 1; 76 L. J. Ch. 465.

105. ——. In sec. 28 (1) of the Licensing Act, 1902, which provides for striking off the register a club occupying premises in respect of which a licence has been forfeited, or the renewal refused within twelve months of the formation of the club, the date from which the time is calculated is the date of the refusal by the Compensation Authority to renew the licence, and not the date of the expiration of a provisional licence granted by the Compensation Authority pending the settlement of the amount of compensation (*Plaistow Working Men's Club* v. *Harrod*, [1910] 1 K. B. 582; 79 L. J. K. B. 654).

106. ——. Once a club has been struck off the register under sec. 95 of the Licensing (Consolidation) Act, 1910 (Licensing Act, 1902, sec. 28), it cannot again be registered as a club (*Lees* v. *Lovie*, [1912] 2 K. B. 425; 81 L. J. K. B. 978).

108. Coal.—Section 52 of 1 & 2 Will. iv. c. 76, which requires every wagon used for the delivery of coal in the Cities of London and Westminster and within twenty-five miles of the General Post Office to carry a perfect weighing machine, is still in force. It is not affected by the fact that 1 & 2 Vict. c. 101 and subsequent Acts purport to continue the whole Act for certain periods. These continuing Acts only refer to the temporary portions of 1 & 2 Will. iv. c. 76 which were not continued after the passing of London Coal Duties Abolition Act, 1889 (*Houghton* v. *Fear*, [1913] 2 K. B. 343; 82 L. J. K. B. 650).

108. ——. *Stangoe* v. *Slatter*, 60 J. P. 342, was distinguished in *Kyle* v. *Dunsdon*, [1908] 2 K. B. 293; 77 L. J. K. B. 547, where it was held that where coal is delivered in sacks and by instalments, a separate ticket is not required for each instalment.

109. ——. A by-law made by a local authority under sec. 28 of the Weights and Measures Act, 1889, provided that the person in charge of every vehicle carrying coal for sale should carry a weighing instrument and correct weights. A person who carries coal in fulfilment of orders previously given does not carry coal for sale within the meaning of such by-law, even if there has been no appropriation of specific coal to the customers (*Hunting* v. *Matthews*, 1913, 108 L. T. 1019).

110. ——. As to conviction of the person in charge of a vehicle delivering coal, see *Paul* v. *Hargreaves*, [1908] 2 K. B. 289 ; 77 L. J. K. B. 535.

110. Coal Mines.—See also MINES and MINERALS herein.

112. ——. The Coal Mines (Minimum Wage) Act, 1912, 2 & 3 Geo. v. c. 2, which was passed as the result of the coal strike in the early part of 1912, establishes a minimum wage for workmen underground in coal mines.

Throughout the Act the expression "coal mine" includes a mine of stratified ironstone, while "workman" means any person employed in a coal mine below ground other than (*a*) a person so employed occasionally or casually only ; (*b*) a person so employed solely in surveying or measuring ; (*c*) a person so employed as mechanic ; (*d*) the manager or under-manager of a mine ; (*e*) any other official of the mine whose position is recognised by the joint district board as different from that of a workman (s. 5).

Section 1 (1) of the Act makes it an implied term of every contract for the employment of a workman underground in a coal mine that the employer shall pay the workman wages at not less than the minimum rate settled under the Act, and applicable to the workman, unless it is certified that the workman is excluded under the district rules from the operation of the provision, or that he has forfeited his right to wages at the minimum rate by reason of his failure to comply with the conditions laid down by those rules as to regularity or efficiency of work. Any agreement for the payment of wages is void in so far as it contravenes the above provision.

The district rules are the rules made by the joint district board under the powers given by the Act. These rules lay down conditions as to the exclusion from the right to the minimum wage of old and infirm workmen, including those partially disabled by illness or accident ; as to the regularity and efficiency of the work to be performed by the workmen ; and as to the time for which a workman is to be paid in the event of an interruption of work due to an emergency. They must lay down that a workman who does not comply with the conditions as to regularity and efficiency of work is to forfeit his right to the minimum wage, unless his failure is due to some cause over which he has no control. The district rules also provide the tribunal and mode of deciding questions as to whether a workman is within the scope of the Act, whether he has complied with the conditions laid down by the rules, and whether he has forfeited his right to the minimum wage (s. 1 (2)).

The provisions as to the payment of wages at the minimum rate came into operation at the passing of the Act (March 29, 1912) (s. 1 (3)).

The minimum rates of wages and the district rules are settled separately for each of the following districts :—Northumberland, Durham, Cumberland, Lancashire and Cheshire, South Yorkshire, West Yorkshire, Cleveland, Derbyshire (exclusive of South Derbyshire), South Derbyshire, Nottinghamshire, Leicestershire, Shropshire, North Staffordshire, South Stafford (exclusive of Cannock Chase) and East Worcestershire, Cannock

Chase, Warwickshire, Forest of Dean, Bristol, Somerset, North Wales, South Wales (including Monmouth), The mainland of Scotland. Where a mine, which is situated in one of the above districts, has for industrial purposes been customarily dealt with in the same manner as a mine situated in an adjoining district, that mine is for the purposes of the Act to be treated as situated in the latter district, if the joint district boards of the two districts so agree.

The Act is not to prejudice the operation of any agreement entered into or any custom existing before the date of its passing for the payment of wages at a rate higher than that settled as the minimum rate under the Act. The minimum rate of wages and the district rules are settled in each of the above-mentioned districts by a body of persons recognised by the Board of Trade as the joint district board for the district. In settling the miminum rate of wages the joint district board is to have regard to the average daily rate of wages paid to the workmen of the class for which the minimum rate is to be settled.

A joint district board is any body of persons, whether existing before the passing of the Act, or constituted for the purposes of the Act, which in the opinion of the Board of Trade fairly and adequately represents the workmen in coal mines in the district and their employers, and the chairman of which is an independent person appointed by agreement between the representatives of the workmen and employers on the body, or in default of agreement by the Board of Trade. The Board of Trade may, as a condition to recognising a body as a joint district board, require it to adopt rules providing for equality of voting powers between the representatives of the workmen and the employers, and for the giving a casting vote to the chairman.

In the appointment of a chairman, whether appointed by the Board of Trade or otherwise, the office may be committed to three persons, who in this case act by a majority (s. 5 (2)).

The joint district boards settle the general minimum rates of wages and the general district rules, and when so settled those rates and rules apply to all workmen and to all mines in the district—except mines to which and workmen to whom a special minimum rate or special district rules settled under the Act is or are applicable, and mines to which and workmen to whom the joint district board declare that the general district rates or the general district rules do not apply pending the decision of the question whether a special district rate or special district rules ought to be settled in their case. Power is given to the joint district boards to settle a special district rate or special district rules in the case of any group or class of mines in the district owing to the special circumstances of that group or class. For the purpose of settling the minimum rates of wage a joint district board may sub-divide its district into two parts, or if the representatives of the workmen and the employers agree, into more than two parts. For the purpose of settling district rules any joint district boards may agree that their districts be treated as one district. In such a case the districts are treated for that purpose as one combined district, with a combined district committee appointed as the joint district boards may agree, the chairman being the chairman of one of the joint district boards agreed on by the joint district boards, or in default of agreement, chosen by the Board of Trade (s. 2). The High Court has jurisdiction to entertain an action asking for a declaration of the rights of parties under an award of a joint district board (*Lofthouse Colliery Co.* v. *Ogden*, [1913] 3 K. B. 120; 82 L. J. K. B. 910).

As to the validity of rules made by joint district boards, see *Davies* v. *Glamorgan Coal Co.*, [1913] 3 K. B. 222; 82 L. J. K. B. 956. Affirmed, 30 T. L. R. 161.

A joint district board may vary any minimum rate of wages, or district rules:—(*a*) at a time by agreement between the representatives on the board of the workmen and the employers; (*b*) after the expiration of one year from the time when the rate or rules were last settled or varied, on an application made with three months' notice given after the expiration of the year by any workmen or employers, provided the application appears to the joint district board to represent a considerable body of opinion amongst either the workmen or the employers. On such an application the provisions of the Act as to the original settlement of minimum rates and district rules apply as far as applicable (s. 3).

Section 4 deals with the bringing of the Act into force, which is now a matter of history.

The Act is only to continue in force until March 29, 1915, unless Parliament otherwise determines (s. 6).

112. ——. The provision contained in sec. 7 (5) of the Coal Mines Regulation Act, 1887, 50 & 51 Vict. c. 58, that only eight hours might elapse between the termination of the employment of women and children above ground on a Friday night and the commencement of employment on the following Saturday morning, is repealed by sec. 1 of the Employment of Women Act, 1907, 7 Edw. VII. c. 10. The full period of twelve hours must now elapse irrespective of the day of the week.

131. Coercion.—Line 26, *for* "10 Kel.," *read* "Kely."; l. 29, *for* "2 Lew. C. C.," *read* "2 Lew. C. C. 229."

135. Coin, British.—Order in Council of January 23, 1911 (St. R. & O. 1911, No. 50), approves of the proclamation determining a new design for silver coins.

135. ——. A branch of the Mint is established at Ottawa (see St. R. & O. 1907, p. 38).

137. ——. Light gold coin may be exchanged at branches of the Mint (Order in Council, March 19, 1908, St. R. & O. 1908, p. 172).

141. ——. The Director of Public Prosecutions is substituted for the Treasury Solicitor in sec. 42 of Coinage Offences Act, 1861, 24 & 25 Vict. c. 99, which relates to costs in coinage prosecutions.

141. Coin, British Possessions and Protectorates.—As to coinage in the Commonwealth of Australia and New Zealand, see St. R. & O. 1911, No. 92.

141. ——. The Proclamation of February 3, 1898, applying parts of the Coinage Act, 1870, to certain Colonies and Possessions, is revoked so far as relates to the Territory of Papua by Proclamation of February 13, 1912 (St. R. & O. 1912, No. 180).

142. ——. Add a reference to the East Africa and Uganda (Currency) Order, No. 514 of 1906 (St. R. & O. 1906, p. 38).

Add a reference to the Straits Settlements (Coinage) Orders, No. 820

of 1906 (St. R. & O. 1906, p. 46); No. 103 of 1907 (St. R. & O. 1907, p. 42); and No. 852 of 1908 (St. R. & O. 1908, p. 175).

142. ——. See the Order in Council of June 13, 1913 (St. R. & O. 1913, No. 687), regulating the Coinage of the Nyassaland Protectorate.

142. ——. As to coinage in the Union of South Africa and Basutoland, see St. R. & O. 1911, No. 91.

The doubloon is no longer legal tender in the West Indies and British Guiana (Order in Council of June 4, 1908) (St. R. & O. 1908, p. 177).

143. ——. The Orders in Council of June 10, 1843, June 30, 1852, and November 28, 1874, are revoked by the Nigeria Coinage Order, 1913 (St. R. & O. 1913, No. 539).

143. ——. See the Sierra Leone and Gambia Coinage Order, 1913 (St. R. & O. 1913, No. 537).

143. ——. The Orders of November 19, 1902, May 20, 1903, and June 23, 1904, relating to Southern and Northern Nigeria, are repealed and superseded by the Nigeria Coinage Orders, No. 600 of 1906 (St. R. & O. 1906, p. 41); No. 741 of 1907 (St. R. & O. 1907, p. 42); and No. 852 of 1908 (St. R. & O. 1908, p. 174).

145. Collateral.—As to warranty collateral to a contract, see further *Heilbut* v. *Buckleton*, [1913] A. C. 30; 82 L. J. K. B. 245.

151. Collisions at Sea.—A steam drifter which while shooting her nets infringed the provisions of Article 9 (*b*) in not having her lower light in the direction of the nets, was held to be outside the presumption of liability under sec. 419 of the Merchant Shipping Act, 1894, on the ground that the breach could not have contributed to the collision (*The Pitgaveney*, [1910] P. 215; 79 L. J. P. 65).

151. ——. As to sec. 419 of the Merchant Shipping Act, 1894, see the MARITIME CONVENTIONS ACT, 1911, *infra.*

152. ——. As to proper navigation of two vessels, one overtaking the other while proceeding down the Thames, see *The Gere*, [1909] P. 287; 78 L. J. P. 130.

153. ——. The presumption of liability under sec. 422 of the Merchant Shipping Act, 1894, of a ship which does not stand by does not arise when the other ship is wholly to blame (*The Tryst*, [1909] P. 333; 79 L. J. P. 17).

153. ——. As to sec. 422 of the Merchant Shipping Act, 1894, see the MARITIME CONVENTIONS ACT, 1911, *infra.*

154. ——. As to jurisdiction, see the MARITIME CONVENTIONS ACT, 1911, *infra.*

154. ——. The decision in *The Mac* was followed in *The Mudlark*, [1911] P. 116; 80 L. J. P. 117.

156. ——. Under the County Courts Admiralty Jurisdiction Acts, 1868 and 1869, a County Court Judge has no jurisdiction to entertain an action for damages resulting from a collision between a vessel and a floating gas buoy (*The Upcerne*, [1912] P. 160; 81 L. J. P. 110).

156. ——. In an admiralty action *in rem* in which the defendant appears and contests the action, the liability of the defendant extends to the full value of the damage done and the costs, and is not limited to the value of the vessel (*The Dupleix*, [1912] P. 8; 81 L. J. P. 9).

158. ——. In a collision between a steam launch and a dredger on the river Stour, both vessels were found to have been guilty of negligence as regards the original collision and damage. As regards the consequential damage, no one in particular could be found guilty of negligence. It was held that the common law rules as to negligence applied, and that the plaintiff was debarred from recovering by reason of his contributory negligence which conduced to the original accident and damage (*The Blow Boat*, [1912] P. 217; 82 L. J. P. 24).

162. ——. Where an innocent ship is damaged by a collision caused by the fault of two other ships, the innocent ship can recover the whole of the damage from either of the two ships to blame (*Devonshire* (*Owners*) v. *Leslie* (*Owners*), [1912] A. C. 634; 81 L. J. P. 94, a case of a dumb barge in tow of a tug).

162. ——. The decision in *The Hopper No.* 66, [1906] P. 34, was reversed in the House of Lords, see [1908] A. C. 126; 77 L. J. P. 84.

162. ——. In the case of a vessel owned by a railway company the owners are the general body of shareholders and not the person registered under sec. 59 of the Merchant Shipping Act, 1894 (*The Yarmouth*, [1909] P. 293; 79 L. J. P. 1).

163. ——. By the Maritime Conventions Act, 1911, 1 & 2 Geo. v. c. 57, s. 1, where by the fault of two or more vessels, damage is caused to one or more of them, or to their cargoes or freight, or to any property on board, the liability for the damage or loss is to be in proportion to the degree in which each vessel is in fault. See *The Sargasso* [1912] P. 192; 82 L. J. P. 9. In *The Rosalia*, [1912] P. 109; 81 L. J. P. 79, both vessels were held to blame, and as the initial fault lay with the defendants, it was ordered that they should pay 60 per cent. of the total damage, and that the plaintiffs should pay the remaining 40 per cent. No order was made as to costs. If it is impossible to establish different degrees of fault, the liability is to be apportioned equally. Nothing in the section is to render a vessel liable for any loss or damage to which her fault has not contributed. The section does not affect the liability of any person under a contract of carriage or any contract, nor is it to be construed as imposing any liability on any person from which he is exempted by any contract, or by any provision of law, or as affecting the right of any person to limit his liability as provided by law.

For the purposes of the Act "freight" includes passage money and hire, and references to damage or loss caused by the fault of a vessel include references to any salvage or other expenses consequent upon that fault and recoverable at law (subs. (2)).

Section 2 provides that where loss of life or personal injuries are suffered by any person on board a vessel owing to the fault of that vessel and of any other vessel or vessels, the liability of the owners of the vessels shall be joint and several. The section is not to be construed as depriving any person of any right of defence on which, independently of the section, he might have relied in an action brought against him by the person injured or any person or persons entitled to sue in respect of such loss of life, nor as affecting the right of any person to limit his liability as provided by law.

Where a proportion of the damage suffered owing to loss of life or personal injuries is recovered against the owners of one of the vessels which exceeds the proportion in which she was in fault, the owners of that vessel may recover the excess from the owners of the other vessel or vessels to the extent to which those vessels were respectively in fault. No sum, however, can be so recovered as contribution which could not, by reason of any statutory or contractual limitation of, or exemption of, liability, or which could not for any other reason, have been recovered in the first instance as damages by the persons entitled to sue therefor (s. 3 (1)). Persons entitled to contribution are given the same rights and powers as the persons entitled to sue for damages in the first instance, in addition to any other remedy provided by law (s. 3 (2)).

Section 419 (4) of the Merchant Shipping Act, 1894 (see Vol. III. p. 151), is repealed (s. 4 (1)).

The failure to stand by and assist the other vessel after a collision under s. 422 of the Merchant Act, 1894 (see Vol. III. p. 153), no longer raises a presumption of negligence, and subs. (2) of that section is repealed (s. 4 (2)).

Any enactment which confers on any court Admiralty jurisdiction, in respect of damage, has effect as though references to damage included references to damages for loss of life or personal injury, and accordingly proceedings in respect of such damages may be brought *in rem* or *in personam* (s. 5).

An action to enforce any claim or lien against a vessel or her owners in respect of damage or loss to another vessel, her cargo or freight, or any property on board her, or for damages for loss of life or personal injuries suffered by any person on board her, caused by the fault of the former vessel either wholly or in part, must be commenced within two years of the date when the damage or loss or injury was caused. This section overrides the provisions of the Fatal Accidents Act, 1846, as regards the time within which an action may be brought under that Act (*The Caliph,* [1912] P. 213; 82 L. J. P. 27). An action for contribution under sec. 3 (*supra*) must be commenced within one year from the date of payment. The court may extend such time to such extent and on such conditions as it thinks fit, and must, if satisfied that there has not been a reasonable opportunity of arresting the defendant vessel within the jurisdiction of the court, or within the territorial waters of the country to which the plaintiff's ship belongs, or in which the plaintiff resides or has his principal place of business, grant such extension as will give such reasonable opportunity (s. 8).

The Act extends throughout His Majesty's dominions and to any territories under his protection, and to Cyprus, but does not extend to the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, and Newfoundland (s. 9 (1)).

The Act does not apply to cases in which proceedings were taken before the date of its passing (December 16, 1911) (subs. (2)), but it applies to a case in which the collision occurred before the passing of the Act, if proceedings were not taken till after that date (*The Enterprise*, [1912] P. 207 ; 82 L. J. P. 1). The Act applies in all cases in any court having jurisdiction to deal with the case and in whatever waters the loss or damage is caused ; sec. 25 (9) of the Supreme Court of Judicature Act has no longer any effect (subs. (3)). The Act applies to persons other than the owners responsible for the fault of the vessel, and in cases where, by virtue of any charter or demise, or for any other reason, the owners are not responsible for the navigation and management of the vessel, references to the charterers or other persons responsible are to be substituted for references to the owners (subs. (4)).

163. ——. *The Milan*, 1863, Lush. 388 ; 31 L. J. Adm. 105, was followed in *The Drumlanrig*, [1910] A. C. 16 ; 80 L. J. P. 9.

164. ——. As to negligence in not hearing signals, see *The Nador*, [1909] P. 300 ; 78 L. J. P. 106.

164. ——. In *The Highland Loch*, [1911] 261, a firm of shipbuilders on the Mersey had made all preparations to launch a vessel and had given all the necessary notices. Shortly before the time of the launch a ketch cast anchor and fouled some moorings almost opposite the vessel to be launched. The master of the ketch, after being warned, refused to move his vessel except under certain conditions, which the shipbuilders refused to accept. The vessel was then launched and struck the ketch. The Court of Appeal held the ketch alone to blame, on the ground that the shipbuilders had chosen the lesser of two evils. This decision was affirmed in the House of Lords, [1912] A. C. 312 ; 81 L. J. P. 30.

166. ——. In *The Pacuare*, [1912] P. 179 ; 81 L. J. P. 143, the defendants admitted their liability in respect of the sinking of a light ship belonging to the plaintiffs by their vessel, and had agreed to a reference on the question of damages. Under these circumstances the defendants were held to be entitled to the production forthwith of books in the possession of the plaintiffs which contained particulars of the value of the lightship.

167. ——. Where a vessel was patched up after a collision and continued her voyage but subsequently sank, the Court, having found that the sinking was not a natural and reasonable effect of the collision, refused to allow damages as for a total loss (*The Bruxellesville*, [1908] P. 312 ; 77 L. J. P. 156.

167. ——. In *The Rigel*, [1912] P. 99 ; 81 L. J. P. 86, it was held that the owners of a vessel which had collided with a lightship were not bound to indemnify the owners of the lightship in respect of an award made under the Workmen's Compensation Act, 1906, in favour of a seaman on the lightship, who was suffering from shock caused by seeing the vessel looming out of the fog, on the ground that the shock was not "damage caused by the ship."

168. ——. As to damages for loss of use of vessel during repairs, where the vessel was engaged in an unremunerative trade, see *The Bodlewell*, [1907] P. 286; 76 L. J. P. 61. The amount recoverable for docking and use of dock are ordinary reasonable expenses, and not the actual cost in a dock where the charges are high owing to special circumstances (*Admiralty Commissioners* v. *Aberdeen Steam Trawling Co.*, [1910] S. C. 553). If a vessel can be repaired more cheaply at the port to which she is first brought than at her own home port, the cost of repairs at the first port only are allowed (*Beucker* v. *Aberdeen Trawling Co.*, [1910] S. C. 655).

168. ——. After *The Greta Holme* [1897] A. C. 596, add a reference to *The Marpessa*, [1907] A. C. 241; 76 L. J. P. 128, in which the principles of that case were applied.

168. ——. In *The Egyptian*, [1910] A. C. 400, the plaintiffs' watchman was employed to dock the defendants' trawler. Owing to his negligence he injured the plaintiffs' trawler, but did not ascertain the extent of the damage, which he could have done with the exercise of reasonable care. The defendants were held liable for the original damage, but not for the subsequent sinking of the plaintiffs' trawler, which was due to the extent of the damage not having been ascertained.

168. ——. A Government is entitled to damages for the potential use of a warship for war, ceremonial, or other purposes during the time she is under repair (*The Astrakhan*, [1910] P. 172; 79 L. J. P. 78).

169. ——. A plaintiff can recover compensation paid under the Workmen's Compensation Act, 1906, arising from a collision for which the defendant is to blame (*The Annie*, [1909] P. 176; 78 L. J. P. 81).

169. ——. As to damages for loss of life and personal injuries, see the MARITIME CONVENTIONS ACT, 1911, *supra*.

169. ——. The Consolidated Regulations for Preventing Collisions at Sea and Rules as to Signals of Distress are published in Order in Council of October 13, 1910 (St. R. & O. 1910, No. 1113).

169. ——. As to the application of the Regulations for Preventing Collisions at Sea to a vessel coming out of a dock, see *The Hazelmere*, [1911] P. 69; 80 L. J. P. 25.

169. ——. Where a collision between two vessels was caused by a tug crossing in front of them, and the fact that a firm of shipbuilders had moored a vessel in such a position, in contravention of the by-laws of the river, that she projected into the fairway, the owners of the tug and the shipbuilders were held jointly liable (*Ellerman Lines* v. *Clyde Navigation Trustees*, [1911] S. C. 122).

169. ——. When a down-going vessel meets a heavily laden upcoming vessel at a dangerous bend in a river, it is the duty of the down-going vessel, as a matter of good seamanship, to slow down and wait, so as not to meet the other vessel at the bend (*The Ezardian*, [1911] P. 92; 80 L. J. P. 81).

170. ——. A steam drifter shooting her nets and unable to use her propeller is " under way " (*The Pitgaveney*, [1910] P. 215 ; 79 L. J. P. 65).

170. ——. In *The Sargasso*, [1912] P. 192 ; 82 L. J. P. 9, a tug was attached to a vessel, but had not begun to tow, as the time had not arrived for her to do so. Under these circumstances it was held that she was not bound to give the signals required to be given by a separate vessel having way upon her, or by a vessel towing under Article 15 of the Regulations. The vessel about to be towed was held to be justified in giving the signals required from a vessel under way.

171. ——. Article 9 of the new Regulations is now issued, see Order in Council, No. 281 of 1906 (St. R. & O. 1906, p. 400). See *The Cockatrice*, [1908] P. 182 ; 77 L. J. P. 74.

172. ——. A steam trawler with her trawl down must keep out of the way of a sailing vessel during daytime, under Article 20 (*The Craigellachie*, [1909] P. 1 ; 77 L. J. P. 145). This decision was dissented from in *The Grovehurst*, [1910] P. 316 ; 79 L. J. P. 124, in which it was held that a steam trawler with her trawl down and exhibiting proper lights was not bound to keep out of the way of a crossing steam vessel approaching her starboard side, under Article 19. This decision was followed in *The Ragnhild*, [1911] P. 254 ; 81 L. J. P. 1. In *The Gladys*, [1910] P. 13 ; 79 L. J. P. 5, it was held that a steam trawler while hauling her trawl and stationary was not " proceeding " within Article 20, and that it was the duty of a sailing vessel to keep out of her way.

173. ——. After *The Lancashire*, [1894] A. C. 1, add a reference to *The Aras*, [1907] P. 28 ; 76 L. J. P. 37, where it was held that the vessel should have stopped from time to time, even at the risk of falling off her course.

173. ——. To the authorities as to speed under Article 16, add *The Chinkiang*, [1908] A. C. 251 ; 77 L. J. P. C. 72.

173. ——. As a general rule a steamship proceeding in fog at moderate speed within Article 16 ought not to exceed the speed at which the vessel can be pulled up within the distance that those on board can see (*The Counsellor*, [1913] P. 70 ; 82 L. J. P. 72). The alteration of the helm of a steam vessel during a fog on hearing the whistle of another steam vessel is not cautious navigation if nothing has been done to ascertain the position of the other vessel (*ibid.*).

173. ——. The decision in *The Oravia*, 10 Asp. 100, was affirmed in the House of Lords, see 10 Asp. 525 ; 97 L. T. 523.

174. ——. Article 17 (*b*) and not Article 24 applies when two vessels tacking down stream meet, both close hauled, one on the port and one on the starboard tack, although one is overhauling the other (*The Annie*, [1909] P. 176 ; 78 L. J. P. 81).

174. ——. As to Article 19, see *The Olympic* and *H.M.S. Hawke*, [1913] P. 214.

174. ——. In *The Etna*, [1908] P. 269 ; 77 L. J. P. 138, the duty of a single ship crossing a squadron of war vessels was discussed. " Course and speed" in Article 21 mean the course and speed in the manœuvre which the other vessel knows she is carrying out (*The Roanoke*, [1908] P. 231; 77 L. J. P. 115). As to when a vessel ought to change her course and speed under this article, see *The Tryst*, [1909] P. 333; 79 L. J. P. 17; *Beucker* v. *Aberdeen Steam Trawling Co.*, [1910] S. C. 655.

175. ——. The west entrance to Cherbourg Harbour, which is about half a mile wide, is a narrow channel within Article 25 (*The Kaiser Wilhelm der Grosse*, [1907] P. 259; 76 L. J. P. 138); so is the Forth above the Forth Bridge (*Screw Collier Co.* v. *Webster*, [1910] A. C. 165; 79 L. J. P. C. 57). Lerwick Harbour is not a "narrow channel," though the north and south entrances may be (*The Semolicus*, [1909] P. 109; 78 L. J. P. 52). The Swansea entrance channel is also a "narrow channel," see *The Prince Leopold de Belgique*, [1909] P. 103; 78 L. J. P. 57, where the proper navigation of the channel is discussed.

175. ——. A steam drifter while shooting her nets and unable to use her propeller is not "a sailing vessel fishing with nets" within Article 26 (*The Pitgaveney*, [1910] P. 215; 79 L. J. P. 65).

176. ——. The duty imposed by Article 28, to give the appropriate signals when "taking any course authorised or required by these rules," is not limited to the case of a course which, at the trial of a collision action, is found by the Court to have been authorised or required by the rules, but includes any course alledged to have been taken by a vessel acting, whether under Article 27 or Article 29, or under the other articles, so as to avoid immediate danger (*The Hero*, [1911] P. 128; 80 L. J. P. 66 affirmed, [1912] A. C. 300; 81 L. J. P. 27). See also *The Tempus*, [1913] P. 166.

176. ——. After *The Uskmoor*, add a reference to *The Aristocrat*, [1908] P. 9; 77 L. J. P. 57. As to when compliance with Article 28 will be dispensed with, see *The Bellanoch*, [1907] A. C. 269; 76 L. J. P. 160; *The Corinthian*, [1909] P. 260; 78 L. J. P. 121.

176. ——. If a steamer's engines are reversed and her helm put hard a-port to counteract the effect of reversing and prevent her head from going to starboard she is not "directing course to starboard" within Article 28, and should give three short blasts and not one (*The Aberdonian*, [1910] P. 225; 79 L. J. P. 89).

176. ——. The case of *The Anselm*, 94 L. T. 83, is reported on appeal in [1907] P. 151; 71 L. J. P. 54.

176. ——. As to bad look-out inferred from failure to hear fog signals proved to have been sounded, see *The Curran*, [1910] P. 184; 79 L. J. P. 83.

176. ——. *The Clan Cumming*, 94 L. T. 174, is reported on appeal, see [1907] P. 311; 77 L. J. P. 1.

177. ——. Where a vessel comes into contact with the nets of a fishing vessel, but does not actually touch the fishing vessel herself, there is no collision within the meaning of the collision clause attached to the usual form of Lloyd's policy (*Bennett Steamship Co.* v. *Hull Mutual Steamship Protecting Society*, [1913] 3 K. B. 372; 82 L. J. K. B. 1003).

187. Colonial Prisoner.—See The Colonial Prisoners' Removal Order, 1913 (St. R. & O. 1913), No. 484.

188. ——. As to the procedure on removal of Colonial prisoners and criminal lunatics under the Colonial Prisoners Removal Act, 1884, see Order in Council, No. 742 of 1907 (St. R. & O. 1907, p. 47).

197. Colorado Beetle.—See DESTRUCTIVE INSECT.

222. Common.—The Commons Act, 1908, 8 Edw. VII. c. 44, gives to the persons entitled to turn out animals on a common the power to make regulations for the turning out of entire animals. The regulations must be confirmed by the Board of Agriculture and Fisheries. Penalties are imposed for contravention of the regulations and for obstructing officers. Rules dated June 28, 1909 (St. R. & O. 1909, No. 788), have been made under the Act regulating the value of the interests of persons entitled to turn out animals, and the holding of meetings.

224. ——. Line 26, *for* "15 Q. B. D.," *read* "15 Q. B."

224. ——. Rights of common of turbary and estovers appurtenant to an ancient house, continue appurtenant to a new house built to take its place with the intention of preserving those rights, even if the new house is not on the exact spot of the old one (*Att.-Gen.* v. *Reynolds*, [1911] 2 K. B. 888; 80 L. J. K. B. 1073).

225. ——. Line 10 from foot, *for* "L. R. 1 C. P. 592," *read* "L. R. 7 C. P. 592; L. R. 8 C. P. 527."

226. ——. Where one commoner does an act which infringes the rights of the other commoners, *e.g.* depositing refuse upon a common whereby the amount of pasturage is reduced, any of the commoners may take legal proceedings to prevent his doing so without proving any pecuniary damage (*King* v. *Brown*, [1913] 2 Ch. 416; 82 L. J. Ch. 548).

226. ——. Commoners have no right to cut trees which grow on the common land, even if such trees constitute a nuisance. Commoners have no right to abate such a nuisance unless it amounts to a total exclusion of their rights (*Hope* v. *Osborne*, [1913] 2 Ch. 349; 82 L. J. Ch. 457).

226. ——. As to lord's right to mine and quarry in wastes, see MINES AND MINERALS, Vol. IX. p. 241, and herein.

227. ——. Line 11, *for* "6 Rep. 596 *b.*," *read* "6 Rep. 59 *b.*"; l. 33, *for* "6 Ch.," *read* "L. R. 6 Ch."

231. Common Lodging-House.—See also LODGING-HOUSE, Vol. VIII. p. 393, and herein.

231. ——. In districts where the Act is in force (see ss. 2 (2) and 3) the Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, Part V., deals with common lodging-houses.

A local authority may refuse to register a common lodging-house keeper unless satisfied as to his character and fitness. The registration, if newly registered after the commencement of the section, is not to remain in force for more than one year, but may be renewed (s. 69 (1)). The control and supervision are to be exercised by the keeper or a registered deputy, and one of these must be on the premises between 9 P.M. and 6 A.M. Daily penalty not exceeding 40s. (s. 70). Section 71 provides for a register of deputies. On conviction of a lodging-house keeper under the Public Health Acts or by-laws made thereunder, the Court may cancel his registration (s. 72). Any person keeping a common lodging-house, although not registered under sec. 77 of the Public Health Act, 1875, is liable to the penalties imposed by sec. 86 of that Act for the offences named therein (s. 73).

Section 74 deals with the provision of sanitary conveniences and water supply.

235. Communion, Holy.—Since the passing of the Deceased Wife's Sister's Marriage Act, 1907, a man who has married his deceased wife's sister is not an "open and notorious evil liver," and a clergyman has no right to repel him from the Holy Communion (*Thompson* v. *Dibdin*, [1912] A. C. 533; 81 L. J. K. B. 918). For the full provisions of the Act see MARRIAGE herein.

236. ——. A faculty for a communion table made of wood with a marble slab on top was refused in *Hayes* (*Rector*) v. *Fulford,* [1910] P. 18; 26 T. L. R. 89.

238. ——. The tolling of the church bell of a parish church during the consecration prayer in the Communion Service as a sanctus bell is illegal (*In re St. John the Evangelist,* [1909] P. 6).

253. Company.—The Companies (Consolidation) Act, 1908, 8 Edw. VII. c. 69, repeals and re-enacts all the previous Companies Acts in force at the date of the passing of the Act. The following table shows the various sections of the old Acts and the corresponding sections of the new Act:—

COMPANIES ACT, 1862 (25 & 26 Vict. c. 89).

Sections of Act of 1862.	Sections of Consolidation Act (1908).	Sections of Act of 1862.	Sections of Consolidation Act (1908).	Sections of Act of 1862.	Sections of Consolidation Act (1908).
1, 2	—	12	7, 41 (1)	22	22
3	108 (5)	13	8	23	24
4	1	14	10, 12	24	29
5	—	15	11	25	25
6	2	16	12, 14	26	26
7	2	17	15, 244	27	26 (4), (5)
8	3	18	16	28	42
9	4	19	18	29	43
10	5	20	8	30	27
11	6 14 (1)	21	19	31	23

Companies Act, 1862 (25 & 26 Vict. c. 89)—*continued.*

Sections of Act of 1862.	Sections of Consolidation Act (1908).	Sections of Act of 1862.	Sections of Consolidation Act (1908).	Sections of Act of 1862.	Sections of Consolidation Act (1908).
32	30	87	142	147	199
33	31	88	143	148	200
34	44	89	144	149	201, 219
35	32	90	123 (3), 125	150	202
36	32 (4)	91	145, 219	151	203
37	33	92, 93 94	149, 150	152	204
38	124	95	151	153	205 (2)
39	62	96	151	154	220
40	62 (2)	97	151 (1) (*d*), (4)	155	222
41	63 (1)	98	163	156	221
42	63 (2), (3)	99	126 (2), 163	157	—
43	100	100	164	158	206
44	108	101	165	159 160	214
45	75 (1)	102	166	161, 162	192
46	75 (2)	103, 104	167	163	211
47	77	105	126 (3)	164	210
48	115	106	168	165	215
49	64	107	169	166	216
50	13	108	—	167, 168	217
51	69	109	170	169	218
52	67	110	171	170	—
53	70	111, 112, 113	172	171	151 (6), 238
54	70	114	—	172	238
55	78	115	174	173	238
56	109 (1)	116	—	174	15, 243, 289
57	109 (2)	117	174 (2)	175	285
58	109 (3)—(5)	118	176	176	245
59	109 (6), (7)	119	177	177	246
60	110	120	178	178	248
61	111	121	179	179	249 (2), (3)
62	116	122, 123	180	180	249 (1), (4)
63	—	124	181	181	250
64	117	125	225	182	—
65	276	126	226	183	252
66	277	127	227	184	253
67	71, 74, 149 (10)	128	228	185	252
68	280	129	69, 182	186	254
69	278	130	183	187	255
70	—	131	184 205 (1)	188	256
71	118	132	185, 285	189	257
72, 73	119	133	186	190	258
74	124	134	123 (3), 125	191	259
75	125, 127	135	190	192	—
76	126	136, 137	191	193	260
77	127	138	193	194	261
78	128	139	194	195	262
79	129	140	189	196	263
80	130	141	187 (viii), (ix)	197	265
81	131, 134 135, 285	142	195 (1), (2)	198	266
82	137, 138	143	195 (3), (4)	199	267, 268
83	—	144	196	200	269
84	139	145	197	201	270
85	140, 149 (2), (3)	146	198	202	271
86	141			203	272
				204	273

COMPANIES SEALS ACT, 1864 (27 Vict. c. 19).

Sections of Act of 1864.	Section of Consolidation Act (1908).
1	—
2	79
3	
4	
5	
6	
7	—

THE COMPANIES ACT, 1867 (30 & 31 Vict. c. 131).

Sections of Act of 1867.	Sections of Consolidation Act (1908).
1	—
2	—
3	—
4	60 (1)
5	123 (2)
6	165 (2)
7	60 (2), (3)
8	61
9	46, 51
10	48
11	47, 50
12	47, 50 285
13	49
14	
15	51
16	52, 53
17	53
18	52
19	54
20	238
21	41
22	41 (3)
23	20
24	39
25	—
26	28
27	37
28	
29	
30	
31	
32	
33	—
34	38
35	
36	
37	76
38	—
39	—
40	137 (1) (*a*) (3)
41-46	—
47	—

THE STANNARIES ACT, 1869 (32 & 33 Vict. c. 19).

Sections of Act of 1869.	Sections of Consolidation Act (1908).
25	269 (1)
26	240
34	239

THE JOINT STOCK COMPANIES ARRANGEMENT ACT, 1870 (33 & 34 Vict. c. 104).

Sections of Act of 1870.	Sections of Consolidation Act (1908).
1	—
2	120
3	294
4	—

THE SUPREME COURT OF JUDICATURE ACT, 1875 (38 & 39 Vict. c. 77).

Section of Act of 1875.	Section of Consolidation Act (1908).
10 in part	207

THE COMPANIES ACT, 1877 (40 & 41 Vict. c. 26).

Sections of Act of 1877.	Sections of Consolidation Act (1908).
1, 2	—
3	46
4	48 49 (1), 51 (1) 55
5	41
6	17, 243 (7)

THE SUPREME COURT OF JUDICATURE (IRELAND) ACT, 1877 (40 & 41 Vict. c. 57).

Section of Act of 1877.	Section of Consolidation Act (1908).
28 (1) in part	207

THE COMPANIES ACT, 1879 (42 & 43 Vict. c. 76).

Sections of Act of 1879.	Sections of Consolidation Act (1908).
1	—
2	—
3	—
4	57
5	58, 59
6	251
7, 8	113 (5)
9	57
10	265 (iii)

THE COMPANIES ACT, 1880 (43 Vict. c. 19).

Sections of Act of 1880.	Sections of Consolidation Act (1908).
1, 2	—
3 4 5 6	40
7	242

THE COMPANIES (COLONIAL REGISTERS) ACT, 1883 (46 & 47 Vict. c. 30).

Sections of Act of 1883.	Sections of Consolidation Act (1908).
1	—
2	34, 285
3	34, 35, 36

THE COMPANIES ACT, 1886 (49 & 50 Vict. c. 23).

Sections of Act of 1886.	Sections of Consolidation Act (1908).
1, 2	—
3	213
4	208
5	135, 181
6	136, 181, 203 (2)

THE STANNARIES ACT, 1887 (50 & 51 Vict. c. 43).

Sections of Act of 1887.	Sections of Consolidation Act (1908).
9	240
10	240
13 (2)	241
31	—

THE TRUSTEE SAVINGS BANKS ACT, 1887 (50 & 51 Vict. c. 47).

Section of Act of 1887.	Sections of Consolidation Act (1908).
3	267, 268 (vi)

THE PREFERENTIAL PAYMENTS IN BANKRUPTCY ACT, 1888 (51 & 52 Vict. c. 62).

Section of Act of 1888.	Section of Consolidation Act (1908).
1	209

THE REVENUE ACT, 1889 (52 & 53 Vict. c. 42), s. 18.

Section of Act of 1889.	Section of Consolidation Act (1908).
18	36

THE PREFERENTIAL PAYMENTS IN BANKRUPTCY (IRELAND) ACT, 1889 (52 & 53 Vict. c. 60), s. 4.

Section of Act of 1889.	Section of Consolidation Act (1908).
4	209

THE COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890 (53 & 54 Vict. c. 62).

Sections of Act of 1890.	Sections of Consolidation Act (1908).
1 2	9, 263 (i), (ii), 264
3	263 (ii) (*e*), 264 (4)

COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 Vict c. 63).

Sections of Act of 1890.	Sections of Consolidation Act (1908).	Sections of Act of 1890.	Sections of Consolidation Act (1908).	Sections of Act of 1890.	Sections of Consolidation Act (1908).
1	131	13	173	25	159
2	132	14	137 (2)	26	237
3	133	15	224	27	233
4	146, 149 153, 162	16	230	28	234
5	161	17 18	231	29	235, 283
6	152	19	232	30	236
7	147	20	155	31	203 (2) and *passim*
8	148, 175	21	156	32	131 (8), 285
9	160	22	157	33	—
10	215	23 24	158	34	—
11	154, 229			35	—
12	151, 214				

THE DIRECTORS' LIABILITY ACT, 1890 (53 & 54 Vict. c. 64).

Sections of Act of 1890.	Section of Consolidation Act (1908.)
1, 2	—
3	84
4	
5	

THE COMPANIES (WINDING-UP) ACT, 1893 (56 & 57 Vict. c. 58).

Section of Act of 1893.	Section of Consolidation Act (1908).
1	215 (3)
2	—

THE PREFERENTIAL PAYMENTS IN BANKRUPTCY AMENDMENT ACT, 1897 (60 & 61 Vict. c. 19).

Sections of Act of 1897.	Sections of Consolidation Act (1908).
1	—
2	209 (2) (*b*)
3	107
4	209 (2) (*b*) 107
5	

THE COMPANIES ACT, 1898 (61 & 62 Vict. c. 26).

Sections of Act of 1898.	Sections of Consolidation Act (1908).
1	—
2	—
3	—

THE COMPANIES ACT, 1900 (63 & 64 Vict. c. 48).

Sections of Act of 1900.	Sections of Consolidation Act (1908).	Sections of Act of 1900.	Sections of Consolidation Act (1908).
1	16 (2), 17	19	26 (2)
2	72	20	7
3	73	21	112
4	85	22	
5	86	23	—
6	87	24	120
7	88	25	193
8	89	26	242 (4), (6)
9	80	27	4 (2), 21
10	81	28	281
11	83	29	41 (1) (*c*)
12	65, 129, 137 (1) (*b*), 141 (2)	30	26 (2) (*l*), 279, 285
		31	—
13	66	32	—
14	93	33	—
15	96	34	17 (2), 93 (1), 276 (2)
16	97		
17	98	35	—
18	99	36	—

The provisions of the Companies Act, 1907, 7 Edw. vii. c. 50, are not included in the article Company in Vol. III. The provisions will be found set out below in their appropriate places.

The Companies Act, 1907 (7 Edw. vii. c. 50).

Sections of Act of 1907.	Sections of Consolidation Act (1908).	Sections of Act of 1907.	Sections of Consolidation Act (1908).
1	72, 82, 83, 85 (7), 87	27	188
2	81 (1), (7)	28	130 (iv) 137 (1) (*c*)
3	80 (5)	29	141 (1)
4	87 (4)	30	209 (5)
5	92	31	195 (4), 223
6	88 (2), (3)	32	279
7	26 (2) (*f*), 90	33	84 (4)
8	89 (1), (3)	34	73 (3)
9	91	35	274
10	93, 99	36	106
11	94	37	2, 115, 121, 129
12	—	38	120
13	212	39	45
14	103	40	108 (6)
15	104	41	95
16	105	42	20 (4)
17	101	43	34 (3)
18	102	44	109 (1) (ii)
19	112, 113	45	69 (1), 70
20	26 (2) (*m*)	46	284
21	26 (3)	47	283
22	65 (3) (*c*), (10)	48	282
23	114	49	276 (1)
24	64, 68	50	*passim.*
25	69 (4)	51	—
26	187	52	—

Companies Act, 1908 (8 Edw. vii. c. 12).

Sections of Act of 1908.	Section of Consolidation Act (1908).
1	275
2	—

253. ——. The Rules under the Consolidation Act of 1908 will be found in St. R. & O. 1909, Nos. 324, 323 (winding-up), and 565 (Reduction of Capital).

253. ——. All offences under the Companies (Consolidation) Act, 1908, may be prosecuted under the Summary Jurisdiction Acts (1908, s. 276 (1)).

258. ——. The Court will not interfere by mandamus in a case where the Registrar of Joint Stock Companies has refused to register a company owing to the similarity of its name to that of an existing company (*R.* v. *Registrar of Companies ; Ex parte Paul*, [1912] 3 K. B. 23 ; 81 L. J. K. B. 914).

258. ——. A company cannot acquire a monopoly of the use of a word descriptive of an article by adopting it as part of its name

(*British Vacuum Cleaner Co.* v. *New Vacuum Cleaner Co.*, [1907] 2 Ch. 312; 76 L. J. Ch. 511).

259. ——. Line 9 from foot, *for* "[1890] 1 Q. B.," *read* "[1891] 1 Q. B."

259. ——. As to the power of a colliery company to sell land, see *In re Kingsbury Collieries and Moore's Contract*, [1907] 2 Ch. 259; 76 L. J. Ch. 469.

259. ——. A company borrowed money by issuing £10 bonds which they promised to redeem exclusively out of profits, and also to pay the holders a bonus of £25 for each bond, also payable out of profits. A proposal to extinguish the liability to pay the bonus by the issue of twenty fully paid shares for each bond was held *ultra vires* (*Famatina Development Corporation, Ltd.* v. *Bury*, [1910] A. C. 439; 79 L. J. Ch. 597).

262. ——. *Trevor* v. *Whitworth*, 1887, 12 App. Cas. 409; 57 L. J. Ch. 28 was applied in *In re Irish Provident Assurance Co.*, [1913] 1 I. R. 352, in which case it was held that it was *ultra vires* for a company to advance money to a director for the purpose of purchasing shares in the company.

263. ——. Any person carrying on business under a name or title of which "Limited" is the last word is liable to a fine not exceeding £5 for every day on which the title is used (1908, s. 282).

263. ——. For the powers of the Court to alter the memorandum of association of a company under sec. 9 of the Companies (Consolidation) Act, 1908, see *In re New Westminster Brewery Co. Ltd.*, 1911, 105 L. T. 946. These powers include powers to purchase other undertakings, to amalgamate with other businesses, and to sell the company's undertaking. Under the section the Court may also sanction an alteration allowing the company to lease the whole of its undertaking (*In re Anglo-American Telegraph Co. Ltd.*, 1911, 105 L. T. 947).

264. ——. The Court will not sanction an alteration in the memorandum where the views of a large proportion of the shareholders cannot be ascertained (*In re Jewish Colonial Trust, Ltd.*, [1908] 2 Ch. 287; 77 L. J. Ch. 629).

267. ——. A company limited by shares may, by special resolution confirmed by an Order of the Court, modify the conditions contained in its memorandum so as to reorganise its share capital, whether by the consolidation of shares of different classes or by the division of its shares into shares of different classes: Provided that no preference or special privilege attached to or belonging to any class of shares is interfered with except by a resolution passed by a majority in number of shareholders of that class holding three-fourths of the share capital of that class and confirmed at a meeting of shareholders of that class in the same manner as a special resolution of the company is required to be confirmed, and every resolution so passed shall bind all shareholders of the class. Where such order is made, an office copy thereof shall be filed with the Registrar of Companies within seven days after the making of the order, or within such further time as the Court may allow, and the resolution shall not take effect until such a copy has been so filed (1908, s. 45). This section only applies to cases where the preferential rights are determined by the memorandum of association, and not to those cases where they are determined by the articles of association (*In re Australian Estates and Mortgage Co. Ltd.*, [1910] 1 Ch. 414; 79 L. J. Ch. 202). The section only applies to cases in which there is either a consolidation of shares of different classes, or a division of shares into shares of different classes. In cases in which neither of these circumstances exist there is no obligation to observe the requirements of the section, and the scheme may be carried through under sec. 120 of the Act (*In re Palace Hotel, Ltd.*, [1912] 2 Ch. 438; 81 L. J. Ch. 695).

This last case was not followed in *In re Doecham Gloves, Ltd.*, [1913] 1 Ch. 226; 82 L. J. Ch. 165, by Neville, J., who held that sec. 120 gives no authority to alter capital or preferential rights, and that any scheme which alters any rights created by the memorandum of association must conform with the provisions of sec. 45.

268. ——. Where preference shares are given a fixed preferential dividend at a specified rate, that impliedly negatives a right to take any further dividend (*Will* v. *United Lankat Plantations Co. Ltd.*, 1913, 81 L. J. Ch. 718; 58 S. J. 29; 30 T. L. R. 37).

268. ——. Where a company was authorised by its articles of association to increase its capital in general meeting, a special resolution, duly passed and confirmed, was held not to be capable of authorising the directors to increase and issue the capital without the consent of a general meeting (*Koffyfontein Mines, Ltd.* v. *Mosley*, [1911] A. C. 409; 80 L. J. Ch. 668).

269. ——. In the case of a brewery company which was forced to reduce its capital owing to a sudden depreciation of the assets, the Court ordered that the reasons for the reduction should be published (*In re Truman, Hanbury, Buxton & Co. Ltd.*, [1910] 2 Ch. 498; 79 L. J. Ch. 740).

269 ——. As to reduction of capital by return of accumulated profits, add a reference to *Neale* v. *Birmingham Tramways Co.*, [1910] 2 Ch. 464; 79 L. J. Ch. 683.

269. ——. The capital of a company may be reduced by cancelling part of its stock in a case where the capital consists entirely of stock (*In re House Property and Investment Co.*, 1912, 106 L. T. 949).

269. ——. A scheme for the reduction of the capital of a company may be sanctioned by the Court under sec. 46 of the Companies Consolidation Act, 1908, even if it differentiates between holders of the same class of shares, and if the shareholders are obliged to accept debentures in lieu of cash (*In re Thomas de la Rue & Co. Ltd.*, [1911] 2 Ch. 361; 81 L. J. Ch. 59). In this case the Court made it a term of the scheme that the company should pay the costs of a shareholder who had appeared and assisted the Court by his criticism.

270. ——. The Court may entertain a petition to reduce capital although it is not proved that the capital proposed to be cancelled has been lost or is not represented by assets. The questions to be considered are—(1) Ought the Court to refuse to sanction the reduction out of regard to the interests of those members of the public who may be induced to take shares in the company? (2) Is the reduction fair and equitable as between the different classes of shareholders? (*Poole* v. *National Bank of*

China, [1907] A. C. 238; 76 L. J. Ch. 458; *In re Louisiana and Southern States Real Estate Co.*, [1909] 2 Ch. 552; 79 L. J. Ch. 17).

270. ——. In the case of a company applying for leave to reduce its capital, the company is bound to give security for the full amount of all rents to become due to the landlord of premises of which the company is tenant, if the landlord objects to the reduction (*Palace Billiard Rooms Ltd.* v. *City Property Investment Trust Corporation*, [1912] S. C. 5).

271. ——. It is a question of fact whether promoters acquire assets for a company as trustees or vendors. If they intend throughout to sell for the company at a profit, the inference is that they are vendors and not trustees for the company; and in such a case their duties are not the same as those of trustees. The fact that the company is formed in the first instance as a private company makes no difference if it is intended throughout to bring in cash subscribers ultimately (*Omnium Electic Palaces, Ltd.* v. *Baines*, 1913, 82 L. J. Ch. 519).

273. ——. The requirements as to the minimum subscription are extended to companies not inviting the public to subscribe (1908, s. 85 (7)).

273. ——. Section 85 (4) of the Act of 1908 only applies where no allotment has been made; after allotment the shareholder must rely on sec. 86 (*Burton* v. *Bevan*, [1908] 2 Ch. 240; 77 L. J. Ch. 591).

273. ——. Cheques, even if subsequently honoured, are not money "paid and received" (*In re National Motor Mail Coach Co.* (No. 2), [1908] 2 Ch. 228; 77 L. J. Ch. 796).

274. ——. The requirements as to a certificate to commence business are extended to companies not issuing a prospectus, statement in lieu of prospectus being substituted for prospectus, and shares payable in cash being substituted for shares offered for public subscription. A statement in lieu of prospectus must also be filed with the registrar (1908, s. 87 (1)).

275. ——. The report to members, which must be issued before the statutory meeting, must also contain an abstract of the receipts of the company on account of its capital, whether from shares or debentures, and of the payments made thereout, up to a date within seven days of the date of the report, exhibiting under distinctive headings the receipts of the company from shares and debentures and other sources, the payments made thereout, and particulars concerning the balance remaining in hand, and an account or estimate of the preliminary expenses of the company. This requirement does not apply to private companies (1908, s. 65 (3) (*c*)).

275. ——. A company which does not issue a prospectus cannot vary a contract referred to in the statement in lieu of a prospectus, before the statutory meeting, except subject to the approval of that meeting (1908, s. 83).

275. ——. Vendors may pay commissions which would be legal if paid by the company. The provisions as to payment of commission are extended to companies not offering shares to the public, provided the payment is authorised by the articles and is disclosed in the statement in lieu of prospectus and in any circular or note (1908, s. 89 (1), (3)). This section applies to private as well as public companies (*Dominion of Canada General Trading Syndicate* v. *Brigstocke*, [1911] 2 K. B. 648; 80 L. J. K. B. 1344).

277. ——. The word "prospectus" means the prospectus on the basis of which an applicant subscribes for shares, so that where a Frenchman subscribed for shares on the basis of a French abridgment which omitted certain essential requirements, which were included in the original English prospectus, he was entitled to have the allotment set aside under secs. 85 and 86 of the Act of 1908 (*Roussell* v. *Burnham*, [1909] 1 Ch. 127; 78 L. J. Ch. 94).

278. ——. A company which does not issue a prospectus on or with reference to its formation cannot allot shares or debentures until a statement in lieu of a prospectus has been filed with the Registrar of Companies. The statement must be signed by every person named therein as a director or as a proposed director, or by his agent authorised in writing, and must be in the form set out in the Second Schedule (see *post*, FORMS). The obligation does not attach to a private company nor to a company which has allotted any shares or debentures before July 1, 1908 (1908, s. 82).

278. ——. The following provisions are substituted for those contained in secs. 9 and 10 (1) of the Act of 1900. Every prospectus issued by or on behalf of a company or in relation to an intended company must be dated, and the date is, unless the contrary be proved, taken as the date of publication. A copy of it, signed by every person named therein as a director or proposed director, or by his agent authorised in writing, must be filed on or before publication. It must state that a copy has been filed. The penalty for not filing is £5 a day until filed (1908, s. 80). The prospectus must state:—The contents of the memorandum, with the names, descriptions, and addresses of the signatories, and the number of shares they have subscribed; the number of founders, management or deferred shares, and the interest of the holders in the property and profits of the company; the qualification of the directors and any provision in the articles as to their remuneration; the names, descriptions, and addresses of the directors or proposed directors; the minimum subscription and the amount payable on application and allotment; in the case of second or subsequent allotments, all previous amounts offered within two years and the amounts actually allotted and paid; the number and amount of shares and debentures issued or agreed to be issued within the previous two years as fully or partly paid up otherwise than in cash; the consideration and the extent to which they are paid up; the names and addresses of the vendors of any property purchased or acquired or proposed to be purchased or acquired, which is to be paid for wholly or partly out of the proceeds of the issue or the purchase or acquisition of which is not complete on the issue of the prospectus; the amount payable in cash, shares, or debentures, and where there is more than one vendor, or the company is a sub-purchaser, the amount payable to each vendor; any amounts paid or payable as purchase money in cash, shares, or debentures for such aforesaid property, specifying any amount payable as goodwill; any amounts paid during the two previous years as commission on subscriptions (not including commissions to sub-underwriters); the amount or estimate of preliminary expenses; the amount paid within two previous years, or intended to be paid to promoters with the consideration; the dates of, parties to, and a reasonable time and place to inspect, any material contract entered into within two years of the prospectus (excluding contracts in ordinary course of business); the names and addresses of the auditors, if any; particulars of the nature and extent of the interest of the directors in the promotion of, or property to be acquired by, the company; the rights as to voting of the various classes of shareholders (1908, s. 85 (1)). The provisions as to prospectuses do not apply to circulars or notices inviting existing members or debenture holders to subscribe, even if a right is given to renounce in favour of other persons (1908, s. 81 (7)).

278. ——. The provision as to the statement of the minimum subscription is extended to companies which do not issue an invitation to the public to subscribe for shares, the statement in lieu of prospectus being substituted for the prospectus (s. 85 (7)).

278. ——. The mere fact that a prospectus does not contain all the particulars required by sec. 81 of the Companies Consolidation Act, 1908 (Companies Act, 1900, s. 10), does not in itself give a person who has applied for shares a right to rectification of the register (*In re Wimbledon Olympia, Ltd.*, [1910] 1 Ch. 630; 79 L. J. Ch. 481). This decision was followed in *In re South of England Natural Gas and Petroleum Co.*, [1911] 1 Ch. 573; 80 L. J. Ch. 358, where the prospectus did not comply with the requirements of s. 81 (1) (*d*) of the Companies Act, 1908. It was held that the proper remedy was not recision, but an action for damages against those responsible for the prospectus.

278. ——. A plaintiff in an action for the recision of a contract to take shares in a company is entitled to an injunction until trial restraining the company from forfeiting the shares for non-payment of calls if the company threatens to do so (*Jones* v. *Pacaya Rubber and Produce Co.*, [1911] 1 K. B. 455; 80 L. J. K. B. 155).

279. ——. A person who applies for shares on the faith of a statement, filed in lieu of a prospectus, has the same right of rescission as if the statements had been made in a prospectus (*In re Blair Open Hearth Furnace Co.*, 1913, 109 L. T. 149).

279. ——. A person who has been induced to take shares in a company on the faith of a report by a director of the company, which is published in the prospectus, is entitled to have his name removed from the list of shareholders, if the report is fraudulent, on the ground that the directors of a company are the agents of the company for the purpose of the statements contained in the prospectus (*Mair* v. *Rio Grande Rubber Estates*, [1913] A. C. 853; 83 L. J. P. C. 35).

279. ——. For an example of laches in an application by a shareholder to have his name removed from the register, see *In re Christineville Rubber Estates Ltd.*, 1911, 81 L. J. Ch. 63.

280. ——. See the case of *Shepheard* v. *Bray* in the Court of Appeal, [1907] 2 Ch. 571; 76 L. J. Ch. 692.

280. ——. A director who has been guilty of fraudulent misrepresentation has no right of contribution against one who has not (1908, s. 84 (4)).

280. ——. A company need not have any directors; another company may act as its manager or director (*In re Bulawayo Market and Offices Co.*, [1907] 2 Ch. 458; 76 L. J. Ch. 673).

281. ——. Where the articles of association of a company give to the directors the power to appoint additional directors, the appointment of such additional directors by the company in general meeting is invalid (*Blair Open Hearth Furnace Co.* v. *Reigart*, 1913, 108 L. T. 665).

281. ——. The requirements as to the consent to act, and the obligation to take shares by directors, are extended to companies which do not issue a prospectus, the statement in lieu of a prospectus being substituted for the prospectus (1908, s. 72).

281. ——. The articles of a company fixed the number of directors at not less than four and not more than eight. They also named two persons who were to be the first directors, and gave them power to appoint additional directors before the first meeting. The first directors appointed a third, and the three proceeded to allot shares. On the winding up of the company the allotment was held bad on the ground that there never had been the requisite number of directors, and the persons to whom the shares were allotted were struck off the register. The effect of the order made was to leave the original vendors the only shareholders in the company (*In re Sly, Spink & Co.*, [1911] 2 Ch. 430; 81 L. J. Ch. 55).

283. ——. After *Automatic Self-Cleansing Filter Syndicate* v. *Cunninghame*, [1906] 2 Ch. 34, add "but see *Marshall's Valve Gear Co.* v. *Manning*, [1909] 1 Ch. 267; 78 L. J. Ch. 46."

283. ——. Where the articles of a company provided that a director should vacate his office if he accepted any other office of the company except that of managing director or manager, it was held that the appointment of a director as solicitor to the company did not disqualify him (*In re Harper's Ticket Issuing and Recording Machine Co.*, 1912, 57 S. J. 78).

283. ——. Where the articles of association of a company provided that the office of a director should be vacated if he was concerned in, or participated in, the profits of any contract with the company, it was held that the clause extended to the case of a director who was concerned in a contract with the company, although he had not participated in any profits therefrom, and that it also extended to contracts in which the director was not personally concerned (*Star Steam Laundry Co.* v. *Dukas*, 1913, 108 L. T. 367).

283. ——. As to what amounts to "insolvency in a case where the articles provide that a director shall cease to be such on his becoming insolvent, see *James* v. *Rockwood Colliery Co.*, 1912, 106 L. T. 128.

283. ——. An order for the winding up of a company puts an end to a contract restraining a director from competing with the company, but a director so starting in competition has no right to take the names and addresses of the company's customers (*Measures Brothers, Ltd.* v. *Measures*, [1910] 2 Ch. 248; 79 L. J. Ch. 707).

284. ——. The penalty to which a director is liable who acts without acquiring his qualification is £5 for every day between the expiration of the time during which he should have qualified himself and the last day on which he acts as a director (1908, s. 73 (3)).

284. ——. Unless the articles provide otherwise, a director may hold his qualifying shares jointly with some other person (*Grundy* v. *Briggs*, [1910] 1 Ch. 444; 79 L. J. Ch. 244).

284. ——. A company is not justified in refusing to register a transfer of shares on the assumption that the transfer would be a breach of trust, nor can the refusal to register a transfer under such circumstances operate to prevent a director holding his qualifying shares (*Grundy* v. *Briggs*, [1910] 1 Ch. 444; 79 L. J. Ch. 244).

284. ——. Unless it is provided that acceptance of a resignation is necessary, a managing director vacates his office on giving notice of resignation; such notice cannot be withdrawn without the consent of the company (*Glossop* v. *Glossop*, [1907] 2 Ch. 370; 76 L. J. Ch. 610).

285. ——. Line 27, after "85 L. T. 549," add "[1902] A. C. 117."

285. ——. *Automatic Self-Cleansing Filter Syndicate* v. *Cunninghame*, [1906] 2 Ch. 34, was distinguished in *Marshall's Valve Gear Co.* v. *Manning*, [1909] 1 Ch. 267; 78 L. J. Ch. 46.

288. ——. The balance-sheet must show commissions paid, and discounts allowed in respect of shares or debentures (1908, s. 90).

288. ——. Holders of preference shares and debentures of a company have the same right to receive and inspect the balance-sheets of the company and the reports of the auditors and other reports as is possessed by the holders of ordinary shares in the company. This provision does not apply to a private company, nor to a company registered before July 1, 1908 (1908, s. 114).

288. ——. The appointment, remuneration, powers and duties of auditors are now to be found in secs. 112 and 113 of the Act of 1908, which provide as follows:—

112.—(1) Every company shall at each annual general meeting appoint an auditor or auditors to hold office until the next annual general meeting.

(2) If an appointment of auditors is not made at an annual general meeting, the Board of Trade may, on the application of any member of the company, appoint an auditor of the company for the current year, and fix the remuneration to be paid to him by the company for his services.

(3) A director or officer of the company shall not be capable of being appointed auditor of the company.

(4) A person, other than a retiring auditor, shall not be capable of being appointed auditor at an annual general meeting unless notice of an intention to nominate that person to the office of auditor has been given by a shareholder to the company not less than fourteen days before the annual general meeting, and the company shall send a copy of any such notice to the retiring auditor, and shall give notice thereof to the shareholders, either by advertisement or in any other mode allowed by the articles, not less than seven days before the annual general meeting:

Provided that if, after notice of the intention to nominate an auditor has been so given, an annual general meeting is called for a date fourteen days or less after the notice has been given, the notice, though not given within the time required by this provision, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the annual general meeting.

(5) The first auditors of the company may be appointed by the directors before the statutory meeting, and if so appointed shall hold office until the first annual general meeting, unless previously removed by a resolution of the shareholders in general meeting, in which case the shareholders at that meeting may appoint auditors.

(6) The directors may fill any casual vacancy in the office of auditor, but while any such vacancy continues the surviving or continuing auditor or auditors, if any, may act.

(7) The remuneration of the auditors of a company shall be fixed by the company in general meeting, except that the remuneration of any auditors appointed before the statutory meeting, or to fill any casual vacancy, may be fixed by the directors.

113.—(1) Every auditor of a company shall have a right of access at all times to the books and accounts and vouchers of the company, and shall be entitled to require from the directors and officers of the company such information and explanation as may be necessary for the performance of the duties of the auditors.

(2) The auditors shall make a report to the shareholders on the accounts examined by them, and on every balance-sheet laid before the company in general meeting during their tenure of office, and the report shall state—

(*a*) whether or not they have obtained all the information and explanations they have required; and

(*b*) whether, in their opinion, the balance-sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the company.

(3) The balance-sheet shall be signed on behalf of the board by two of the directors of the company, or if there is only one director, by that director, and the auditors' report shall be attached to the balance-sheet, or there shall be inserted at the foot of the balance-sheet a reference to the report, and the report shall be read before the company in general meeting, and shall be open to inspection by any shareholder.

Any shareholder shall be entitled to be furnished with a copy of the balance-sheet and auditors' report at a charge not exceeding sixpence for every hundred words.

(4) If any copy of a balance-sheet which has not been signed as required by this section is issued, circulated, or published, or if any copy of a balance-sheet is issued, circulated, or published without either having a copy of the auditors' report attached thereto or containing such reference to that report as is required by this section, the company, and every director, manager, secretary, or other officer of the company who is knowingly a party to the default, shall on conviction be liable to a fine not exceeding £50.

(5) In the case of a banking company registered after the fifteenth day of August eighteen hundred and seventy-nine—

(*a*) if the company has branch banks beyond the limits of Europe, it shall be sufficient if the auditor is allowed access to such copies of and extracts from the books and accounts of any such branch as have been transmitted to the head office of the company in the United Kingdom; and

(*b*) the balance-sheet must be signed by the secretary or manager (if any), and where there are more than three directors of the company by at least three of those directors, and where there are not more than three directors by all the directors.

288. ——. As to power of Board of Trade to appoint inspectors to investigate the affairs of a company and report, see 1908, sec. 109.

288. ——. The annual summary must now (except where the company is a private company) include a statement, made up to such date as may be specified in the statement, in the form of a balance-sheet, audited by the company's auditors, and containing a summary of its share capital, its liabilities, and its assets, giving such particulars as will disclose the general nature of those liabilities and assets, and how the values of the fixed assets have been arrived at, but the balance-sheet need not include a statement of profit and loss (1908, s. 26 (3)). An entry under the heading "Assets" in the following form :—"Goodwill, trade marks, machinery, furniture and fixtures, £100,000, 16s. 5d.—and trade marks at the sum at which they were taken over by the company. Machinery, furniture and fixtures at cost, less depreciation," does not comply with the above section. One item must not include assets valued on different principles, nor must tangible and intangible assets be included in the same item (*Galloway* v. *Schill, Seebohm and Co.*, [1912] 2 K. B. 354; 81 L. J. K. B. 752). The Act states (s. 26 (1)) that the company must return a list of all persons who on the fourteenth day after the first or only ordinary general meeting in the year are members of the company. The fact that no meeting has been held during the year does not remove the obligation to make the return (*Park* v. *Lawton*, [1911] 1 K. B. 588; 80 L. J. K. B. 396).

288. ——. As to statement in annual summary of commissions paid or discounts allowed in respect of shares and debentures, see 1908, sec. 26 (2) (*f*).

289. ——. Line 20, *for* "*Re George Whitechurch & Co.*, [1901] A. C. 117," *read* "*George Whitechurch, Ltd.* v. *Cavanagh*, [1902] A. C. 117."

290. ——. Line 10 from foot, *for* "[1901] 1 Ch. 128," *read* "[1901] 1 Ch. 728."

290. ——. In *Nelson* v. *Nelson & Sons Ltd.*, [1913] 2 K. B. 471; 82 L. J. K. B. 827, the articles of association of the defendant company gave the directors power to appoint one of their number to be managing director for such remuneration and for such period as they might think fit, and also gave them power to revoke the appointment. Acting under these powers, the directors appointed the plaintiff managing director at a salary for so long as he should remain a director of the company, retain his qualification, and perform his duties efficiently. While the plaintiff was still fulfilling these conditions, the directors revoked the appointment. Scrutton, J., held that the agreement was *intra vires*, although it did not contain any power of revocation by the directors, and that as the directors were only entitled to revoke the appointment for good cause, the plaintiff was entitled to damages.

290. ——. Unless provided for in the articles, directors cannot grant a pension to a retiring managing director; a managing director is not a person "in the employment of the company" (*Normandy* v. *Ind, Coope & Co.*, [1908] 1 Ch. 84; 77 L. J. Ch. 82).

291. ——. Line 14, *for* "[1894] 1 Ch.," *read* "[1895] 1 Ch."

292. ——. If in any proceeding against a director, or person occupying the position of director, of a company for negligence or breach of trust it appears to the Court hearing the case that the director or person is or may be liable in respect of the negligence or breach of trust, but has acted honestly and reasonably, and ought fairly to be excused for the negligence or breach of trust, the Court may relieve him, either wholly or partly, from his liability on such terms as the Court may think proper (1908, s. 279).

293. ——. Line 32, *for* "*In re Oxford Building Society* v. *Investment Society*, 1886, 25 Ch. D.," *read* "*In re Oxford Building and Investment Society*, 1886, 35 Ch. D."

293. ——. *Towers* v. *African Tug Co.*, [1904] 1 Ch. 568 was distinguished in *Mosely* v. *Koffyfontein Mines Ltd.*, [1911] 1 Ch. 73; 80 L. J. Ch. 111; [1911] A. C. 409; 80 L. J. Ch. 668, where a shareholder who as shareholder and director had been a party to similar acts in the past was held entitled to maintain an action to restrain the directors from making an issue of shares *ultra vires*.

294. ——. Directors who accept their qualification shares as a gift from the promoter or who hold them as trustees for the promoter are guilty of a misfeasance. In this case the directors were ordered to contribute the par value of the shares to the assets of the company, which was in liquidation (*In re London and South-Western Canal Ltd.*, [1911] 1 Ch. 346; 80 L. J. Ch. 234).

295. ——. A director is not bound to bring any special qualifications to his office. He may undertake the management of a company in complete ignorance of the business of the company without incurring responsibility for mistakes which may result from such ignorance. But if he is acquainted with that business he must give the company the advantage of that knowledge. He is not bound to take any definite part in the conduct of the company's business, but so far as he does he must use reasonable care in its despatch. When the articles leave a discretion to the directors, they are bound to exercise it with regard to adopting an agreement for the purchase of a business by the company, but if they adopt the agreement in the belief that it is beneficial to the company they are not guilty of negligence. Payment of the purchase price after notice of discrepancy between the vendors' statements and the actual fact may be merely want of sound judgment and not negligence. A provision in the articles of a company that the directors shall only be liable for loss occasioned by their dishonesty is valid (*In re Brazilian Rubber Plantations and Estates Ltd.*, [1911] 1 Ch. 425; 80 L. J. Ch. 221).

296. ——. Section 215 of the Companies (Consolidation) Act, 1908, which takes the place of sec. 165 of the Companies Act, 1862, does not create any new right. In order to prove a case within the section, the company must prove that it has suffered pecuniary loss from the acts or defaults complained of (*In re Irish Provident Assurance Company*, [1913] 1 I. R. 352).

296. ——. In statement as to criminal liability, after " a director," add " manager or public officer." The word manager includes a person who in fact manages the affairs of the company, although he has not been appointed an officer of the company (*R.* v. *Lawson*, [1905] 1 K. B. 541; 74 L. J. K. B. 296).

296. ——. Section 47 of the Act of 1862 is replaced by sec. 64 of the Act of 1908, which provides that a general meeting of every company shall be held once at the least in every calendar year, and not more than fifteen months after the holding of the last preceding general meeting, and, if not so held, the company and every director, manager, secretary, and other officer of the company, who is knowingly a party to the default, shall be liable to a fine not exceeding £50. When default has been made in holding a meeting of the company in accordance with the provisions of this section, the Court may, on the application of any member of the company, call or direct the calling of a general meeting of the company.

Section 68 provides that a company which is a member of another company may, by resolution of the directors, authorise any of its officials or any other person to act as its representative at any meeting of that other company, and the person so authorised is entitled to exercise the same powers on behalf of the company which he represents as if he were an individual shareholder of that other company.

296. ——. A meeting which from the point of the time at which it is held could be the statutory meeting of the company, cannot be regarded as such, unless the notices convening it describe it as such and the requirements of sec. 65 of the Companies (Consolidation) Act, 1908, are complied with. In the case of a private company to which the provisions as to the statutory report do not apply, the objects of the statutory meeting are to be gathered from subsec. 6, 7 and 8 of sec. 65 of the Act (*Gardner* v. *Iredale*, [1912] 1 Ch. 700; 81 L. J. Ch. 531).

297. ——. As to sufficiency of notice specifying the nature of business to be transacted at meeting of the company, see *Betts & Co., Ltd.* v. *Macnaughten*, [1910] 1 Ch. 430; 79 L. J. Ch. 207.

297. ——. The proportion of shareholders necessary to requisition an extraordinary general meeting under sec. 13 of the Companies Act, 1900, (now sec. 66 of the Companies (Consolidation) Act, 1908), is one-tenth, and not one-fifth, as stated in the text. The section provides that the directors shall convene the meeting on the requisition of the holders of not less than one-tenth of the issued share capital of the company upon which all calls or other sums due have been paid. This has been held to mean that the holders of one-tenth of that part of the capital of the company upon which all calls or other sums due have been paid, may requisition the meeting. It does not mean that the holders of one-tenth of the issued share capital, the holders of which one-tenth have paid all calls or other sums due upon their shares must sign the requisition (*Fruit and Vegetable Growers' Association Ltd.* v. *Kekewich*, [1912] 2 Ch. 53; 81 L. J. Ch. 499). The section further provides that the requisition may consist of more than one document in like form. In the case just cited there were two requisitions, which were identical, except that in the part specifying the object of the meeting one of them concluded with the words "in addition to the affairs of the company in general." It was held that despite this variation the requisitions were "in like form" within the meaning of the section.

298. ——. *Sharpe* v. *Dawes*, 1886, 2 Q. B. D. 26 and *In re Sanitary Carbon Co.*, 1877, W. N. 223 were distinguished in *East* v. *Bennett Brothers Ltd.*, [1911] 1 Ch. 163 ; 80 L. J. Ch. 123. In that case it was held that one shareholder could make a "meeting" in a case where the consent of the holders of a special class of shares given at an extraordinary meeting was necessary before further shares could be issued, and all the shares of that class were held by one person.

298. ——. Resolutions must be put to a meeting separately and not *en bloc* (*Blair Open Hearth Furnace Co.* v. *Reigart*, 1913, 108 L. T. 665).

299. ——. As to the requirements of an extraordinary resolution, see 1908, secs. 69 and 70.

299. ——. The articles of a company provided that proxies to be used at a meeting of the company must be lodged with the company forty-eight hours before the meeting. At an ordinary general meeting of the company a poll was demanded, which was fixed to be taken at a future date. It was held that the occasion of the taking of the poll was not an adjourned meeting, and that proxies lodged after the date of the meeting could not be used for the purposes of the poll (*Shaw* v. *Tati Concessions, Ltd.*, [1913] 1 Ch. 292 ; 82 L. J. Ch. 159).

300. ——. At any meeting at which an extraordinary resolution, or a special resolution, is submitted, a poll may be demanded by three persons unless the articles require a demand by some other number not exceeding five (1908, s. 69 (4)).

300. ——. The fact that the proceedings at a meeting have been entered in the minute-book, and that the articles provide that the signed minutes shall be conclusive evidence that the proceedings were regular, does not preclude the Court from looking at the notice convening the meeting in a case where it is referred to in the minutes as being taken as read (*Betts & Co., Ltd.* v. *Macnaughten*, [1910] 1 Ch. 430 ; 79 L. J. Ch. 207).

301. ——. A private company is defined as a company which by its articles—(*a*) restricts the right to transfer its shares ; and (*b*) limits the number of its members (exclusive of persons who are in the employment of the company and of persons who, having been formerly in the employment of the company, were, while in such employment and have continued after the determination of such employment, to be members of the company (1913, s. 1 (2)) to fifty (where two or more persons hold one or more shares in a company jointly they are, for this purpose, treated as a single member) ; and (*c*) prohibits any invitation to the public to subscribe for any shares or debentures of the company.

So long as the above restrictions exist in the articles the company remains a private company, even if the restrictions are not in fact observed, *e.g.* by the number of shareholders exceeding fifty (*Park* v. *Royalties Syndicate Ltd.*, [1912] 1 K. B. 330 ; 81 L. J. K. B. 313).

A private company may, subject to anything contained in the memorandum or articles, by passing a special resolution and by filing with the registrar of companies such a statement in lieu of prospectus as the company, if a public company, would have had to file before allotting any of its shares or debentures, together with such a statutory declaration as the company, if a public company, would have had to file before commencing business, turn itself into a public company (1908, s. 121).

A private company need only consist of two members (1908, s. 2). If the members are reduced below two it may be wound up (1908, s. 129); and if it carries on business for more than six months while the members are so reduced, every person who is a member after that time, and is cognisant of the fact that the members have been so reduced, is severally liable for its debts contracted during that time (1908, s. 115).

Section 1 (1) of the Companies Act, 1913, 3 & 4 Geo. v. c. 25, enacts that where the articles of a company constitute it a private company by containing the provisions which are required by sec. 121 of the Companies (Consolidation) Act, 1908, and the provisions of the articles are not complied with, the company ceases to be entitled to the following privileges and exemptions—

Subsection (3) of sec. 26 (which relates to the making of an annual return in the form of a balance sheet).

Section 114 (which relates to the right of preference shareholders and debenture holders to receive and inspect balance sheets and reports).

Section 115 (which relates to the minimum number of members with which a company may continue to carry on business).

Paragraph (iv) of sec. 129 (which makes the reduction of the number of members of a company below the minimum a ground for the winding-up of the company)—

and these provisions apply to the company as if it were not a private company. The Court may grant relief on being satisfied that the failure to comply with the conditions was due to inadvertence or to some other sufficient cause, or that on other grounds it is just and equitable to grant relief.

Every private company must send with the annual list of members and summary required to be sent under sec. 26 of the Act of 1908, a certificate signed by a director or the secretary that the company has not, since the date of the last return, or in the case of a first return since the date of the incorporation of the company, issued any invitation to the public to subscribe for any shares or debentures of the company, and, where the number of members exceeds 50, a certificate, signed as above, that the excess consists wholly of persons who are to be excluded in reckoning the number of 50 under sec. 121 of the Act of 1908.

303. ——. The Board of Trade may revoke a licence to register without the use of the word "Limited" (1908, s. 20 (4)).

303. ——. As to the power of companies not formed for gain to give gratuities and pensions to retired servants, see *Cyclists' Touring Club* v. *Hopkinson*, [1910] 1 Ch. 179; 79 L. J. Ch. 82.

304. ——. A company may satisfy a debt which it actually owes by the allotment of shares of the nominal value of the amount of the debt (*Gardner* v. *Iredale*, [1912] 1 Ch. 700; 81 L. J. Ch. 531).

305. ——. Executors are entitled to be entered on the register of shares without any statement of the fact that they are executors, unless the articles provide otherwise (*In re Saunders & Co., Ltd.*, [1908] 1 Ch. 415 ; 77 L. J. Ch. 289).

306. ——. "Colony" is defined for the purposes of colonial registers in sec. 34 (3) of the Act of 1908.

306. ——. All certificates of shares, debentures, and certificates of debenture stock must be ready for delivery within two months of allotment or transfer. The penalty is not exceeding £5 for every day of default (1908, s. 92).

306. ——. See further as to a company being estopped from denying the representations contained in a certificate of shares (*In re Coasters, Ltd.*, [1911] 1 Ch. 86 ; 80 L. J. Ch. 89).

308. ——. In *Rowell* v. *John Rowell & Sons Ltd.*, [1912] 2 Ch. 609 ; 81 L. J. Ch. 759, the holders of 6 per cent. preference shares surrendered them to the company, and accepted in exchange fully paid preference shares to the same amount bearing interest at the rate of 5 per cent. The company did not cancel the surrendered shares which it had power to reissue. This transaction, not involving a reduction of capital, and not amounting to a purchase of its own shares by the company, was held to be valid.

309. ——. A director who has been a party to proceedings by which his shares are declared forfeited cannot afterwards dispute the validity of the forfeiture (*Jones* v. *North Vancouver Land and Improvement Co.*, [1910] A. C. 317 ; 79 L. J. P. C. 89).

309. ——. A company is not entitled to forfeit shares for nonpayment of calls while an action for recision of the contract to take them is pending. If the company threatens to do so, the plaintiff is entitled to an interim injunction (*Jones* v. *Pacaya Rubber and Produce Co.*, [1911] 1 K. B. 455 ; 80 L. J. K. B. 155).

309. ——. Under certain circumstances, if authorised by the articles, or by special resolution, and sanctioned by the Board of Trade, interest may be paid out of capital (1908, s. 91).

312. ——. A company is not justified in refusing to register a transfer of shares on the assumption that the transfer would be a breach of trust (*Grundy* v. *Briggs*, [1910] 1 Ch. 444 ; 79 L. J. Ch. 244).

314. ——. Line 14, *for* "*Re George Whitechurch*, [1901] A. C. 117," *read* "*George Whitechurch, Ltd.* v. *Cavanagh*, [1902] A. C. 117."

314. ——. A company is not bound to enter a partnership firm in its register of members (*In re Vagliano Anthracite Collieries, Ltd.*, 1910, 79 L. J. Ch. 769).

316. ——. Where the articles of a company gave the company a lien on shares for debts due from the holder for debts due to the company, the word "holder" means the registered holder, and does not include a person who has rights over the shares (*Paul's Trustee* v. *Justice*, [1912] S. C. 1303).

318. ——. The provisions of sec. 2 of the Joint Stock Companies Arrangement Act, 1870, as amended by sec. 24 of the Companies Act, 1900, are replaced by the following:—Where a compromise or arrangement is proposed between a company and its creditors or any class of them, or between the company and its members or any class of them, the Court may, on the application in a summary way of the company or of any creditor or member of the company, or, in the case of a company being wound up, of the liquidator, order a meeting of the creditors or class of creditors, or of the members of the company or class of members, as the case may be, to be summoned in such manner as the Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, or members or class of members, as the case may be, present either in person or by proxy at the meeting, agree to any compromise or arrangement, the compromise or arrangement shall, if sanctioned by the Court, be binding on all the creditors, or the class of creditors, or on the members or class of members, as the case may be, and also on the company, or, in the case of a company in the course of being wound up, on the liquidator and contributories of the company. (Consolidation Act, 1908, s. 120.) Holders of shares on which the uncalled liability has been paid in advance are a separate class of members from holders of fully paid shares and holders of partly paid shares, and must hold a separate meeting (*In re United Provident Assurance Co.*, [1910] 2 Ch. 477; 79 L. J. Ch. 639).

The expression "company" here means any company liable to be wound up under the Act (1908, s. 120). The Court will not grant a stay of execution before the adoption of the scheme referred to in this section (*Booth* v. *Walkden Spinning and Manufacturing Co.*, [1909] 2 K. B. 368; 78 L. J. K. B. 764).

Under the above section the Court has jurisdiction to sanction an arrangement releasing the guarantors of an issue of debentures from their guarantee, increasing the interest on the debentures, appointing new trustees, and discontinuing a sinking fund. A resolution embodying such an arrangement and passed by the requisite majority is binding on the minority (*Shaw* v. *Royce, Ltd.*, [1911] 1 Ch. 138; 80 L. J. Ch. 163).

319. ——. A scheme under which an existing company is to transfer its whole undertaking to a new company in return for the discharge of the debentures of the old company by the new company, and the allotment of shares in the new company to shareholders in the old company, and which does not provide for dissentient shareholders, is not a "compromise or arrangement" under sec. 120 of the Companies (Consolidation) Act, 1908 (*In re General Motor Cab Co.*, [1913] 1 Ch. 377; 81 L. J. Ch. 505).

320. ——. Section 192 of the Act of 1908 (s. 161 of Act of 1862) does not empower a company to sell its assets to a foreign company (*Thomas* v. *United Butter Companies of France*, [1909] 2 Ch. 484; 79 L. J. Ch. 14).

If the liquidator is willing to submit to the valuation by arbitration of a dissentient shareholder's share, the shareholder has no right to examine witnesses under sec. 174 of the Act of 1908 (*In re British Building Stone Co.*, [1908] 2 Ch. 450 ; 77 L. J. Ch. 752).

321. ——. In order to satisfy the requirements of sec. 192 (1) there must at least be a special resolution authorising the liquidator to accept shares as the consideration or as part of the consideration for the sale. The memorandum of association of a company gave power to the company to sell its business to another company in consideration of shares. An ordinary resolution was passed, sanctioning a sale of this nature, and special resolutions were also passed which provided for the company going into voluntary liquidation, and the method in which the shares received as consideration should be distributed among the members of the company. It was held that the provisions of sec. 192 had not been complied with (*Etheridge* v. *Central Uruguay Northern Extension Railway Company*, [1913] 1 Ch. 425 ; 82 L. J. Ch. 333).

321. ——. The notice to be given by a dissentient shareholder under sec. 192 (3) of the Companies (Consolidation) Act, 1908, must give the liquidator the option of purchasing his shares or of abstaining from proceeding with the winding-up. A notice which merely calls on the liquidator to purchase the shares is not valid (*In re Demerara Rubber Co.*, [1913] 1 Ch. 331 ; 82 L. J. Ch. 220).

321. ——. The liquidator of a company registered in Rhodesia was held, in the circumstances of the case, to have waived a provision in the Companies Ordinance, 1895, corresponding to sec. 161 of the Act of 1862 (now sec. 192 (3) of the Act of 1908), that a dissentient shareholder in a reconstruction must give notice of dissent at the registered office of the company within seven days (*Brailey* v. *Rhodesia Consolidated, Ltd.*, [1910] 2 Ch. 95 ; 79 L. J. Ch. 494).

322. ——. An unregistered friendly society may be compulsorily wound up under section 268 of the Companies (Consolidation) Act, 1908), as an unregistered company (*In re Victoria Society, Knottingley*, [1913] 1 Ch. 167 ; 82 L. J. Ch. 176).

324. ——. The Court will not hear a petition for winding up a company by a contingent or prospective creditor until such security for costs has been given as the Court thinks reasonable and until a *primâ facie* case for winding up has been established (1908, s. 137 (1) (*c*)).

324. ——. The holder of a bond by which a company undertakes to pay a sum certain on a fixed day in return for monthly payments is a "contingent or prospective creditor" within sec. 137 of the Act of 1908, and is therefore entitled to present a petition to wind up the company (*In re British Equitable Bond and Mortgage Corporation, Ltd.*, [1910] 1 Ch. 574 ; 79 L. J. Ch. 288).

326. ——. In determining whether a company is unable to pay its debts, the Court takes into consideration its contingent and prospective liabilities (1908, s. 130 (iv.)).

327. ——. A winding-up order will not be refused merely because the assets have been mortgaged to an amount equal to, or in excess of, the assets, or because the company has no assets (1908, s. 141 (1)).

330. ——. A liquidator in a voluntary winding-up must file a notice of his appointment in the form prescribed by the Board of Trade within twenty-one days of his appointment, under a penalty of £5 for each day he is in default (1908, s. 187).

330. ——. In reporting that a fraud has been committed in the formation of a company, and that a certain person has been a party to such fraud, the official receiver is acting judicially and discharging a statutory duty, and cannot be made liable for the party's costs of the public examination. If, however, the party move for an order of exculpation, and the official receiver appear and oppose it, there is jurisdiction to make him pay the costs of the motion (*In re Tweedle* (*John*) *& Co., Ltd.*, [1910] 2 K. B. 697 ; 80 L. J. K. B. 20).

332. ——. Rule 42 (1) of the Companies (Winding-up) Rules, 1909, provides as follows :—" Where an order has been made in the High Court for the winding up of a company, the Judge shall have power without further consent, to order the transfer to him of any action, cause or matter pending in any other Court or Division brought or continued against the company." In *In re Pacaya Rubber and Produce Co*., [1913] 1 Ch. 218 ; 82 L. J. Ch. 134, this Order was held to give the Judge jurisdiction to order the transfer to himself of an action in which the directors of the company were sued as defendants along with the company.

333. ——. In *Armorduct Manufacturing Co., Ltd.* v. *General Incandescent Co., Ltd.*, [1911] 2 K. B. 143 ; 80 L. J. K. B. 1005, the Court refused to stay proceedings on a writ of *fi. fa.* issued by an auditor immediately after a resolution for voluntary winding up had been passed, on the ground that the auditor had been induced to delay the enforcement of his judgment by the trickery of the defendant company.

335. ——. The fact that there is an action pending against him on the ground of misrepresentations in the prospectus is not a good reason for a director refusing to answer questions at an examination before the Registrar (*In re Reliance Taxi-cab Co.*, 1912, 28 T. L. R. 529). In this case the Court considered that there was no reasonable risk of the information being improperly used.

336. ——. When a company issues stock in an irregular manner, the irregularity may be waived by lapse of time, but where the issue of the stock is *ultra vires*, the irregularity cannot be remedied, and the shareholders can neither share in the distribution of assets nor be made liable as contributories as regards the uncalled capital on their shares (*In re Home & Foreign Investment & Agency Corporation*, [1912] 1 Ch. 72 ; 81 L. J. Ch. 364). It was further held that the holder of the shares were not entitled to the return of their money on the ground that their claim was barred by the Statute of Limitation (*ibid.*).

339. ——. Line 1, *for* " 6 App. Cas. 800," *read* " L. R. 6 Ch. 800 ; L. R. 8 Ch. 800."

339. ——. Where a voluntary winding-up is followed by a compulsory winding-up, the act of bankruptcy for the purposes of sec. 164 of the Act of 1862 (now sec. 210 of the Act of 1908) is the presentation of the petition (*In re Russell Hunting Record Co., Ltd.*, [1910] 2 Ch. 78 ; 79 L. J. Ch. 498).

339. ——. Section 123 of the Companies (Consolidation) Act, 1908, applies to a company limited by guarantee, and past members are only liable to contribute if it appears to the Court that the existing members are unable to satisfy the contributions required of them. The liquidator in such a case should therefore make separate lists of the past and present members (*In re Premier Underwriting Association ; Ex parte Great Britain Mutual Marine Insurance Association*, [1913] 2 Ch. 29 ; 82 L. J. Ch. 383).

339. ——. The position of a shareholder who transfers his shares on the eve of the liquidation of the company was considered by the Court of Appeal in *In re Discoverers' Finance Corporation, Ltd.*, [1910] 1 Ch. 312 ; 79 L. J. Ch. 193. In that case the holder of a number of partly paid shares transferred them to a foreign pauper with the avowed intention of escaping liability. The Court laid down the following principles :—(1) Where the articles contain no clause allowing the directors to reject a transferee, a shareholder may up to the last moment before liquidation, and for the express purpose of escaping liability, transfer partly paid shares to a transferee, even though he be a man of straw, and may compel the directors to register the transfer, provided it be an out-and-out transfer which reserves to the transferor no beneficial right to the shares, direct or indirect. Whether the transfer is an out-and-out one is a question of fact in each case. (2) Where the articles contain a clause empowering the directors to reject a transferee the transferor cannot escape liability if he has, actively by falsehood, or passively by concealment, induced the directors to pass and register a transfer (even though it be an out-and-out transfer) which, if he had not so deceived or concealed, they would have refused to register. Here, also, the question is one of fact. (3) Irrespective of whether the articles contain a clause empowering the directors to reject a transferee, a transferor whose transfer to a man of straw is the result of an opportunity obtained by him fraudulently, or in breach of some duty which he owes the company, cannot escape liability.

339. ——. The memorandum and articles of association of a mutual insurance company defined " member " as a person who had ships insured in the company, and also provided that the directors should be *ex officio* members. Certain of the directors who had no ships insured in the company were held entitled to have their names removed from the list of contributories (*In re Premier Underwriting Association ; Ex parte Cory*, [1913] 2 Ch. 81 ; 82 L. J. Ch. 378).

Where a person successfully applies to have his name removed from the list of contributories, the liquidator can not, on the same application, apply to have the name retained in another capacity (*ibid.*).

340. ——. *In re Paraguassu Steam Tramroad Co.* ; *Black & Co.'s Case*, 1872, L. R. 8 Ch. 254, was followed in *In re Law Car & General Insurance Corporation*, [1912] 1 Ch. 405 ; 81 L. J. Ch. 218. In that case a director of the company guaranteed an overdraft from the company's bankers, the directors passing a resolution that the director should be entitled to treat any moneys he should be called upon to pay under the guarantee as payments in advance of his calls on shares. The company was ordered to be wound up compulsorily, and it was held that the director could not set his payments off against calls on his shares in the liquidation.

341. ——. A secretary to a company may be a clerk or servant. If, however, he has other employment and employs a clerk to do the bulk of his work he cannot claim to be paid his salary in preference to the other creditors (*Cairney* v. *Back*, [1906] 2 K. B. 746; 75 L. J. K. B. 1014).

341. ——. In *In re Morrison & Co.*, 1912, 106 L. T. 731, a chemist who was engaged to prepare certain formula under an agreement which was to last for nine months, and who worked for three days a week, was held to be a clerk or servant of the company, and to be entitled to preferential payment of wages due to him.

341. ——. Under sec. 209 (1) of the Companies (Consolidation) Act, 1908, a director of a company, whose articles provided that no director should be disqualified from contracting with or being employed by the company, was appointed " dress editress " of a periodical published by the company. It was held that she was a " clerk or servant " under the above section, and was entitled to preferential payment in the winding-up of the company. In the same case it was held that a person who was employed to supply drawings for the paper, and upon whose time the company had first call, but who did work for another paper, was merely a contributor, and another person who supplied weekly articles and also wrote for other publications was also merely a contributor. Neither of these two were therefore entitled to preferential payment in the winding-up (*In re Beeton & Co.*, [1913] 2 Ch. 279; 82 L. J. Ch. 464).

341. ——. Preferential payments are calculated as from the date of the winding-up order in the case of a company ordered to be compulsorily wound up, provided it has not previously commenced to be wound up voluntarily, and in all other cases as from the date of the commencement of the winding-up (1908, s. 209).

342. ——. Line 10 from foot, *for* "[1893] 1 Ch.," *read* "[1895] 1 Ch."

342. ——. Where a liquidator incurs costs which he is ordered to pay, such costs rank in priority before the costs of the liquidation. It is immaterial whether the order simply directs that the costs be paid, or that they be paid out of the assets of the company, or that the liquidator pay the costs and retain them out of the assets (*In re Pacific Coast Syndicate; Ex parte British Columbian Fisheries*, [1913] 2 Ch. 26; 82 L. J. Ch. 404).

343. ——. Section 188 of the Act of 1908 provides that every liquidator appointed by a company in a voluntary winding-up shall, within seven days from his appointment, send notice by post to all persons who appear to him to be creditors of the company that a meeting of the creditors of the company will be held on a date, not being less than fourteen nor more than twenty-one days after his appointment, and at a place and hour to be specified in the notice, and shall also advertise notice of the meeting once in the *Gazette* and once at least in two local newspapers circulating in the district where the registered office or principal place of business of the company was situate. At the meeting the creditors shall determine whether an application shall be made to the Court for the appointment of any person as liquidator in the place of or jointly with the liquidator appointed by the company, or for the appointment of a committee of inspection, and, if the creditors so resolve, an application may be made accordingly to the Court at any time, not later than fourteen days after the date of the meeting, by any creditor appointed for the purpose at the meeting. On any such application the Court may make an order either for the removal of the liquidator appointed by the company and for the appointment of some other person as liquidator or for the appointment of some other person to act as liquidator jointly with the liquidator appointed by the company, or for the appointment of a committee of inspection either together with or without any such appointment of a liquidator or such other order as, having regard to the interests of the creditors and contributories of the company, may seem just. No appeal lies from any order of the Court upon such an application. The Court may make such order as to the costs of the application as it may think fit, and may order the costs of the application to be paid out of the assets of the company, notwithstanding that the application is dismissed or otherwise disposed of adversely to the applicant.

344. ——. If a company passes a series of resolutions providing for voluntary winding up and reorganisation, and the resolutions referring to the reorganisation are declared invalid, the resolution as to winding up remains valid (*Thomson* v. *Henderson's Transvaal Estates*, [1908] 1 Ch. 765 ; 77 L. J. Ch. 501).

345. ——. *In re Paragassu Steam Railroad Co.; Black & Co.'s Case*, 1872, L. R. 8 Ch. 254, was followed in *In re Law Car & General Insurance Corporation*, [1912] 1 Ch. 405 ; 81 L. J. Ch. 218 *supra*.

345. ——. The Court will not set aside a contract between a company and one of its directors on a summons under sec. 193 of the Companies (Consolidation) Act, 1908. The proper course is for the liquidator to bring an action for the rescission of the contract (*In re Centrifugal Butter Company*, [1913] 1 Ch. 188 ; 82 L. J. Ch. 87).

347. ——. As to who may apply to remove a liquidator, see *In re New De Kaap Ltd.*, [1908] 1 Ch. 589 ; 77 L. J. Ch. 374.

348. ——. Where the articles of association direct that in a winding up, the surplus assets are to be divided between different classes of shares without reference to the nominal value of the shares or to the amount paid up, the surplus profits are to be arrived at after paying outside liabilities and retaining the capital, unless the articles clearly state that only debts and costs are to be paid (*In re Ramel Syndicate Ltd.*, [1911] 1 Ch. 749 ; 80 L. J. Ch. 455).

348. ——. In *In re Henderson's Nigel Co.*, 1911, 105 L. T. 370, a company was automatically dissolved under sec. 195 of the Companies Act, 1908. Subsequently the liquidator realised certain assets. The Crown having waived its claim to the money as *bona vacantia*, the liquidator was allowed to distribute the assets in the usual way after paying the costs of all parties, and submitting his accounts to the Board of Trade for approval.

348. ——. In the case of a voluntary winding-up, the registrar on receiving the liquidator's return must forthwith register it, and on the expiration of three months from the registration of the return the company shall be deemed to be dissolved. But the Court may, on the application of the liquidator or of any other person who appears to be interested, make an order deferring the date at which the dissolution of the company is to take effect for such time as the Court thinks fit (1908, s. 195 (4)).

Where a company has been dissolved, the Court may at any time within two years of the date of the dissolution, on the application of the liquidator of the company or of any other person who appears to the Court to be interested, make an order, upon such terms as the Court thinks fit, declaring the dissolution to have been void, and thereupon such proceedings may be taken as might have been taken if the company had not been dissolved. The person on whose application the order is made must, within seven days after the making of the order, file with the registrar of companies an office copy of the order, and if he fails so to do he shall be liable to a fine not exceeding £5 for every day during which the default continues.

348. ——. The liquidator of the "A" Co. sold the assets of the company to the "B" Co., but at the request of the "B" Co. did not transfer certain shares in the "C" Co. which were held by the "A" Co. and were liable to certain calls. The "A" Co. was subsequently dissolved under the provisions of sec. 195 of the Companies (Consolidation) Act, 1908, in June 1910. In March 1911, the "C" Co. discovered the facts as to the winding up. In April 1911, the "C" Company made a call on the shares. The "B" Co. repudiated liability, and after many applications the "C" Co. applied under sec. 223 of the Companies (Consolidation) Act, 1908, for an order declaring the dissolution of the "A" Co. to be void. The Court held that the "C" Co. were parties interested, and that there had been no undue laches, and therefore made the order (*In re Spottiswoode, Dixon & Hunting Ltd.*, [1912] 1 Ch. 410; 81 L. J. Ch. 446).

350. ——. COMPANIES ESTABLISHED OUTSIDE THE UNITED KINGDOM.—Every company incorporated outside the United Kingdom which establishes a place of business within the United Kingdom must within one month from the establishment of the place of business file with the Registrar of Companies—(*a*) a certified copy of the charter, statutes, or memorandum and articles of the company, or other instrument constituting or defining the constitution of the company, and, if the instrument is not written in the English language, a certified translation thereof; (*b*) a list of the directors of the company; (*c*) the names and addresses of some one or more persons resident in the United Kingdom authorised to accept on behalf of the company service of process and any notices required to be served on the company; and, in the event of any alteration being made in any such instrument or in the directors or in the names or addresses of any such persons as aforesaid, the company must within the prescribed time file with the registrar a notice of the alteration.

Any process or notice required to be served on the company is sufficiently served if addressed to any person whose name has been so filed as aforesaid and left at or sent by post to the address which has been so filed.

Every such company must in every year file with the registrar such a statement in the form of a balance-sheet as would, if it were a company formed and registered under the Act of 1908 and having a share capital, be required under that Act to be included in the annual summary.

Every such company which uses the word "Limited" as part of its name must—(i.) in every prospectus inviting subscriptions for its shares or debentures in the United Kingdom state the country in which the company is incorporated; and (ii.) conspicuously exhibit on every place where it carries on business in the United Kingdom the name of the company and the country in which the company is incorporated; and (iii.) have the name of the company and of the country in which the company is incorporated mentioned in legible characters in all bill-heads and letter paper, and in all notices, advertisements, and other official publications of the company.

If any such company fails to comply with any of the above requirements, the company, and every officer or agent of the company, shall be liable to a fine not exceeding £50, or, in the case of a continuing offence, £5 for every day during which the default continues.

The expression "certified" means certified in the prescribed manner to be a true copy or a correct translation; the expression "place of business" includes a share transfer or share registration office; the expression "director" includes any person occupying the position of director, by whatever name called; and the expression "prospectus" means any prospectus, notice, circular, advertisement, or other invitation, offering to the public for subscription or purchase any shares or debentures of the company.

A fee of 5s., or such smaller fee as may be prescribed, must be paid for registering any document required to be filed (1908, s. 274).

A Canadian land company which invited applications for investment in debentures in Scotland through agents, but had no office and no officers in Scotland, was held not to come within sec. 274 (*Lord Advocate* v. *Huron and Erie Loan and Savings Co.*, [1911] S. C. 612).

A company incorporated in a British possession which has filed with the Registrar of Companies the documents and particulars specified in (*a*), (*b*), and (*c*) above, has the same power to hold lands in the United Kingdom as if it were a company incorporated under this Act (1908, s. 275).

355. ——. Note 2, l. 3, *for* "[1894] 1 Ch.," *read* "[1904] 1 Ch."

355. ——.

FORMS.

THE COMPANIES (CONSOLIDATION) ACT, 1908.

________________LIMITED.

STATEMENT IN LIEU OF PROSPECTUS.

The nominal share capital of the company	£

Divided into	Shares of £ each. ” ” ” ” ” ”
Names, descriptions and addresses of directors or proposed directors.	
Minimum subscription (if any) fixed by the memorandum or articles of association on which the company may proceed to allotment.	
Number and amount of shares and debentures agreed to be issued as fully or partly paid-up otherwise than in cash. The consideration for the intended issue of those shares and debentures.	1. shares of £ fully paid. 2. shares upon which £ per share credited as paid. 3. debenture £ 4. Consideration.
Names and addresses of (*a*) vendors of property purchased or acquired, or proposed to be (*b*) purchased or acquired by the company. Amount (in cash, shares, or debentures) payable to each separate vendor.	
Amount (if any) paid or payable (in cash or shares or debentures) for any such property, specifying amount (if any) paid or payable for goodwill.	Total purchase price £ Cash . . . . . £ Shares . . . . . £ Debentures . . £ Goodwill . . . £
Amount (if any) paid or payable as commission for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares, or debentures in the company or Rate of the commission	Amount paid. ” payable. Rate per cent.
Estimated amount of preliminary expenses	£
Amount paid or intended to be paid to any promoter. Consideration for the payment.	Name of promoter. Amount £ Consideration :—
Dates of, and parties to, every material contract (other than contracts entered into in the ordinary course of the business intended to be carried on by the company or entered into more than two years before the filing of this statement).	

(*a*) For definition of vendor, see section 81 (2) of the Companies (Consolidation) Act, 1908.
(*b*) See section 81 (3) of the Companies (Consolidation) Act, 1908.

Time and place at which the contracts or copies thereof may be inspected.	
Names and addresses of the auditors of the company (if any).	
Full particulars of the nature and extent of the interest of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares, or otherwise, by any person either to induce him to become, or to qualify him as, a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company.	
Whether the articles contain any provisions precluding holders of shares or debentures receiving and inspecting balance-sheets or reports of the auditors or other reports.	Nature of the provisions.

(Signatures of the persons above-named as directors or proposed directors, or of their agents authorised in writing.)

399. Compensation.—The words "other building" in sec. 92 of the Lands Clauses Consolidation Act, 1845, mean something in the nature of a house, although in ordinary language it would not be called a house. They cannot be extended so as to comprise the whole of a canal company's undertaking (*Regent's Canal and Dock Co.* v. *London County Council*, [1912] 1 Ch. 583 ; 81 L. J. Ch. 377).

401. ——. The decision in *Horton* v. *Colwyn Bay and Colwyn Urban District Council*, 23 T. L. R. 75, was affirmed in the Court of Appeal, see [1908] 1 K. B. 327 ; 77 L. J. K. B. 215.

406. Compromise.—A compromise will not be set aside on the ground that one of the claims put forward turns out to be not well founded in law, provided it is put forward *bona fide* (*Holsworthy Urban Council* v. *Holsworthy Rural Council*, [1907] 2 Ch. 62 ; 76 L. J. Ch. 389).

A deed of compromise dealing with certain specified questions which are in dispute will not be construed so as to deprive a party thereto of a right not in dispute at the date of the deed and not in the contemplation of the parties at that time (*Clouette* v. *Storey*, [1911] 1 Ch. 18; 80 L. J. Ch. 193).

411. Concurrent Findings.—*Allen* v. *Quebec Warehouse Co.* was followed in *Whitney* v. *Joyce*, 1906, 75 L. J. P. C. 89; 95 L. T. 74.

417. Conditional Will.—The question whether a will is conditional or not depends on the wording of the instrument. The general rule is that if a will is made in terms subject to the happening of an event, that event must occur before it can become operative; if, however, the possibility of an event happening is stated merely as the reason for making the will, the will becomes operative whether the event happen or not (*In the Estate of Vines; Vines* v. *Vines*, [1910] P. 147; 79 L. J. P. 25).

418. Conditions.—A condition in a gift to a benefice that the benefice is never to be held in plurality is not broken by the union of the benefice with another by an Order in Council (*In re Macnamara; Hewitt* v. *Jeans*, 1911, 104 L. T. 771).

418. ——. A condition in a will that the beneficiaries are not to live with their father was held to be void both on the ground of public policy and for uncertainty in *In re Sandbrook; Noel* v. *Sandbrook*, [1912] 2 Ch. 471; 81 L. J. Ch. 800.

429. Conditions of Sale.—Line 13 from foot, *for* "[1906] 2 Ch. 175," *read* "[1906] 1 Ch. 596."

433. ——. A conveyance of land at Reading contained a covenant that the purchaser should not erect any building except as approved by the vendor's surveyor. It was held that an alleged custom that the purchaser should pay the fees of the vendor's surveyor did not extend to Reading, and that it was doubtful whether it was in force in London (*Reading Industrial Co-operative Society* v. *Palmer*, [1912] 2 Ch. 42; 81 L. J. Ch. 454).

460. Consecration.—Once land has been consecrated, the secular Courts have no power to alter its character, though the Ecclesiastical Courts may grant faculties for its use for secular purposes in certain circumstances (*Sutton* v. *Bowden*, [1913] 1 Ch. 518; 82 L. J. Ch. 322).

464. Consistory Court.—As to appeals from the Consistory Court under the Clergy Discipline Act, 1892, see *Chesney* v. *Newsholme*, [1908] P. 301.

495. Consular Fees.—The China (Passenger-ships Fees) Order, 1908 (St. R. & O. 1908, No. 208), fixes the fees to be taken by consular officers at treaty ports for services in connection with the formalities required by ships carrying Chinese to certain colonies.

495. ——. The China and Corea (Consular and Marriage Fees) Order, 1900, is amended by the China and Corea (Consular Fees) Order of 1909 (St. R. & O. 1909, No. 751), and by the Consular Fees (Amendment) Order, 1910 (St. R. & O. 1910, No. 667), which also amends the Consular Fees (General) Order, 1906, and the Japan (Consular and Marriage Fees) Order, 1906.

499. Contempt of Court.—A County Court with Bankruptcy Jurisdiction has power to commit for disobedience to its orders, and therefore where it is sought to commit a bankrupt for not complying with an order under sec. 53 of the Bankruptcy Act, 1883, the rules as to attachment need not be followed and the order need not be personally served on the bankrupt (*In re Pickard; Ex parte Official Receiver*, [1912], 1 K. B. 397; 81 L. J. K. B. 330).

502. ——. As to the publication of proceedings heard *in camera*, see *Scott* v. *Scott* [1913] A. C. 417; 82 L. J. P. 74, cited *sub tit.* CAMERA, IN, herein.

503. ——. Where a company, which is subject to an injunction, is voluntarily wound up and a new company is formed, the new company is not guilty of contempt in disobeying the order, provided the reconstruction is effected for *bonâ-fide* reasons, and is not a colourable attempt to evade the order (*Bosch* v. *Simms Manufacturing Co.*, 1909, 25 T. L. R. 419).

The Court has power to commit a ward of Court (*In re H.'s Settlement; H.* v. *H.*, [1909] 2 Ch. 260).

504. ——. See *Taylor* v. *Plinston*, [1911] 2 Ch. 605; 81 L. J. Ch. 34, cited *sub-tit.* EXECUTION herein, as to service of affidavit with notice of motion in cases of attachment and committal.

522. Contingent Remainders.—The rule against a possibility on a possibility applies to equitable interests in real estate (*In re Nash; Cook* v. *Frederick*, [1910] 1 Ch. 1; 79 L. J. Ch. 1).

525. Continuing Act.—In cases to which sec. 158 of the Public Health Act, 1875, applies, it is not necessary to charge a continuing offence as a separate offence in the information (*Airey* v. *Smith*, [1907] 2 K. B. 273; 76 L. J. K. B. 766).

529. Contraband of War.—Contraband persons on board a ship as passengers were held not to be contraband of war in *Yangtsze Insurance Association* v. *Indemnity Mutual Marine Insurance Co.*, [1908] 2 K. B. 504; 77 L. J. K. B. 995.

537. Contract.—A man cannot contract with himself, and it is immaterial whether others are joined with him, either as covenantor or covenantee (*Ellis* v. *Kerr*, [1910] 1 Ch. 529; 79 L. J. Ch. 291). The rule applies in the case of contracts which, if valid, would run with the land (*Napier* v. *Williams*, [1911] 1 Ch. 361; 80 L. J. Ch. 298).

538. ——. Line 25, *for* "*R. R. Co.* v. *Dane*, 1873," *read* "*Chicago & Great Eastern Rly. Co.* v. *Dane*, 1870."

538. ——. A mutual agreement, to which the liquidator is a party, by the directors of a company to forego their fees can be relied on by the company although no consideration moves from the company (*West Yorkshire Darracq Agency Ltd.* v. *Coleridge*, [1911] 2 K. B. 326; 80 L. J. K. B. 1122). In this case it was not argued that the liquidator had power to bind the company.

538. ——. As to forbearance importing a new and valid consideration into a void or illegal contract, see *Hyams* v. *Stuart King*, [1908] 2 K. B. 696; 77 L. J. K. B. 794, *sub-tit.* GAMING and *Genforsikrings Aktiegelshabet* v. *Da Costa*, [1911] 1 K. B. 137; 80 L. J. K. B. 236, *sub-tit.* MARINE INSURANCE.

539. ——. *Goddard* v. *O'Brien*, 1882, 9 Q. B. D. 37, was questioned in *Hirachand Punamchand* v. *Temple*, [1911] 2 K. B. 330; 80 L. J. K. B. 1155; in which case the defendant's father sent the plaintiff a draft for a smaller amount than the debt stating it was to be in full satisfaction. The plaintiff having cashed the draft was held not to be entitled to sue the defendant for the balance.

541. ——. Where there is a statutory requirement that a contract should be under seal, the fact that it has been partly performed does not make it enforceable (*Hoare* v. *Kingsbury Urban Council*, [1912] 2 Ch. 452; 81 L. J. Ch. 666). In this case the contract was one which should have been under seal according to sec. 174 of the Public Health Act, 1875, which was held to apply to every contract made by an urban authority under the powers given by that Act.

542. ——. Where a person bid at an auction under the erroneous belief as to the contents of the lot, which belief was partly due to the form of the catalogue and partly to the bidder's negligence in not inspecting the lot more carefully, it was held that the parties were never *ad idem*, and that there was no binding contract (*Scriven v. Hindley*, [1913] 3 K. B. 564).

545. ——. The Court will not rescind a lease by deed, which has been executed on the faith of an innocent representation made by the lessor, and under which the lessor has gone into possession (*Angel* v. *Jay*, [1911] 1 K. B. 666; 80 L. J. K. B. 458; see also *Milch* v. *Coburn*, 1910, 55 S. J. 170).

545. ——. An agreement to let a flat to a woman for the purpose of being visited there by a man as his mistress is void (*Upfill* v. *Wright*, [1911] 1 K. B. 506; 80 L. J. K. B. 254).

An agreement which involves the bringing of fictitious legal proceedings for the purposes of advertisement is void (*Dann* v. *Curzon*, 1910, 104 L. T. 66).

545. ——. The Court will not enforce an illegal contract at the instance of a party who is a party to the illegality, even in a case where the illegality is not pleaded (*In re Robinsons' Settlement; Gant* v. *Hobbs*, [1912] 1 Ch. 717; 81 L. J. Ch. 393).

545. ——. The Court is bound to take notice of the illegality of a contract, whether it is pleaded or not (*North-Western Salt Co.* v. *Electrolytic Alkali Co.*, [1913] 3 K. B. 422).

548. ——. Where a party by his own act makes the performance of a covenant impossible he is held to have abandoned his rights under it (*Worcester College, Oxford* v. *Oxford Canal Navigation*, 1911, 81 L. J. Ch. 1). In this case the defendants covenanted to make and maintain a culvert to drain a meadow. The plaintiffs subsequently blocked the culvert by works which they executed. It was held they could not enforce their rights against the defendants. This case was compromised on appeal (81 L. J. Ch. 405).

548. ——. Where the question whether a breach of a contract amounts to a repudiation depends on the construction of a written document, the judge may decide the point himself, without a finding of the jury on the point (*Emery* v. *Wells*, [1906] A. C. 515; 75 L. J. P. C. 104).

550. Contract Note.—The stamp duties on contract notes for or relating to the sale or purchase of stocks or marketable securities are as follows :—

Where the value of the stock or marketable security—

Is £5 and does not exceed £100	£0	0	6
Exceeds £100 and does not exceed £500	0	1	0
Exceeds £500 and does not exceed £1000	0	2	0
Exceeds £1000 and does not exceed £1500	0	3	0
Exceeds £1500 and does not exceed £2500	0	4	0
Exceeds £2500 and does not exceed £5000	0	6	0
Exceeds £5000 and does not exceed £7500	0	8	0
Exceeds £7500 and does not exceed £10,000	0	10	0
Exceeds £10,000 and does not exceed £12,500	0	12	0
Exceeds £12,500 and does not exceed £15,000	0	14	0
Exceeds £15,000 and does not exceed £17,500	0	16	0
Exceeds £17,500 and does not exceed £20,000	0	18	0
Exceeds £20,000	1	0	0

Continuation or carrying-over notes, although made in respect of both sale and purchase, are only charged with one duty, but if the rates are different they are charged at the higher rate.

"Contract note" means the note sent by a broker or agent to his principal, or by any person who by way of business deals, or holds himself out as dealing, as a principal in any stock or marketable securities, advising the principal, vendor, or purchaser of the sale or purchase of any stock or marketable security, but does not include a note sent by a broker or agent to a principal who is himself acting as broker or agent for a principal, and is either a member of a stock exchange in the United Kingdom or *bonâ fide* carries on the business of a stockbroker in the United Kingdom, and is registered in the list of stockbrokers kept by the Commissioners of Inland Revenue. A note is deemed to be one note for each description of stock or security to which it relates (Finance (1909–10) Act, 1910, s. 77).

The penalty for not making and executing a contract note and transmitting it to the principal, vendor, or purchaser, in the case of stock or marketable securities of the value of £5 or over, is £20; this provision does not apply to transactions between members of stock exchanges in the United Kingdom in the course of their ordinary business. A similar penalty is imposed on any person who makes or executes a note chargeable with duty which is not duly stamped. A broker, agent, or other person who fails to comply with the above provisions cannot recover brokerage, commission, or agency charges.

The duties are denoted by an appropriate adhesive stamp which must be cancelled by the person executing it. The duty may be added to the brokerage or agency charge, and is recoverable as such (Finance (1909–10) Act, 1910, s. 78).

The above provisions apply to contract notes giving an option to purchase or sell stock or securities at a future time at a certain price, the duties being one-half those above specified, but if the option be a double one, the contract is deemed to be a separate contract in respect of each option. Contract notes made in pursuance of the exercise of an option are chargeable with half the duty on ordinary notes, provided they bear a certificate that the transaction is in exercise of an option for which a duly stamped contract has been rendered (Finance (1909–10) Act, 1910, s. 79).

556. Contributive Value.—The decision in *Great Central Rly.* v. *Banbury Union*, [1906] 1 K. B. 597, was reversed in the Court of Appeal, see [1907] 1 K. B. 717 ; 76 L. J. K. B. 577 ; and restored in the House of Lords, see [1909] A. C. 78 ; 78 L. J. K. B. 225. That in *London & North-Western Rly.* v. *Ampthill Union*, 4 L. G. R. 92, was affirmed, see 97 L. T. 869 ; 6 L. G. R. 64. See also *Great Central Rly.* v. *Sheffield Assessment Committee*, [1909] A. C. 78 ; *East London Railway* v. *Greenwich Assessment Committee*, [1913] 1 K. B. 612 ; 82 L. J. K. B. 297.

556. ——. The decision in *London United Tramways* v. *Brentford Union* was affirmed on appeal, see 96 L. T. 528 ; 5 L. G. R. 682.

562. Conversion, Action of.—See *Clayton* v. *Le Roy*, [1911] 2 K. B. 1031 ; 81 L. J. K. B. 49, cited *sub-tit.* Detinue herein.

562. Conversion of Property.—As to conversion by order of Court, see Trusts, Vol. XIV. p. 325, and herein.

562. ——. Section 19 of the Distress for Rent Act, 1737, 11 Geo. II. c. 19, applies only to acts committed during the levying of the distress. Thus where a landlord seized wagons hired by the tenant from a wagon company, and pit ponies, and then had them appraised, and purported to buy them, and subsequently returned the wagons to the company owning them, and worked the ponies, the section was held not to apply, and the landlord was held liable for conversion (*Plasycoed Collieries Co.* v. *Partridge*, [1912] 2 K. B. 345 ; 81 L. J. K. B. 723).

563. ——. A power to postpone conversion can only be exercised with the consent of all the trustees (*In re Hilton ; Gibbes* v. *Hale-Hinton*, [1909] 2 Ch. 548 ; 79 L. J. Ch. 7).

563. ——. As to what words will work a conversion, see *In re Walker ; Macintosh-Walker* v. *Walker*, [1908] 2 Ch. 705 ; 77 L. J. Ch. 755.

565. ——. Real estate subject to a power of sale is not converted until the power of sale is exercised. Therefore where a testator devised real estate to A. for life with a gift over, which failed during A.'s lifetime, and gave his trustees an absolute power of sale, the testator's heir at law having died before the power of sale was exercised, the person entitled to his real estate and not his legal personal representative was held entitled to the proceeds of the sale (*In re Dyson*, [1910] 1 Ch. 750 ; 79 L. J. Ch. 433).

565. ——. An absolute order for the sale of real estate made in an administrative action operates as a conversion from the date of the order (*Fauntleroy* v. *Beebe*, [1911] 2 Ch. 257 ; 80 L. J. Ch. 654).

565. ——. *In Hopkinson* v. *Richardson*, [1913] 1 Ch. 284 ; 82 L. J. Ch. 211, it was held, preferring the cases of *Foster* v. *Foster*, 1875, 1 Ch. D. 1, 588 and *In re Barker*, 1881, 17 Ch. D. 241, to the *dicta* in *Wallace* v. *Greenwood*, 1880, 16 Ch. D. 362, that a fund in Court representing an infant's share in the proceeds of a sale ordered by the Court is subject to an equity to reconvert, and on the infant dying under age will go to his heir at law. This is so even if the infant has asked for a sale through his next friend, and even if the sale has been certified as for the infant's benefit.

565. ——. After *Clarke* v. *Franklin*, 4 K. & J. 257, add a reference to *In re Grimthorpe; Beckett* v. *Grimthorpe*, [1908] 2 Ch. 657; 78 L. J. Ch. 20.

600. Copyhold.—The rule that copyholds descend according to the custom of the manor applies to trust estates in copyholds, including resulting or implied trusts, but not executory trusts (*In re Hudson; Cassels* v. *Hudson*, [1908] 1 Ch. 655; 77 L. J. Ch. 305).

612. ——. As to enfranchisement and compensation to the lord under the Lands Clauses Consolidation Act, 1845, see *In re Northumberland and Tynemouth Corporation*, [1909] 2 K. B. 374; 78 L. J. K. B. 767.

618. Copyright.—The Copyright Act, 1911, 1 & 2 Geo. v. c. 46, consolidates and amends the law as to copyright. By sec. 36 the following Acts are repealed, subject to the provisions of the Act, but the repeal is not to take effect in any part of His Majesty's Dominions until the Act comes into operation in that part:—

Session and Chapter.	Short Title.	Extent of Repeal.
8 Geo. 2. c. 13.	The Engraving Copyright Act, 1734.	The whole Act.
7 Geo. 3. c. 38.	The Engraving Copyright Act, 1767.	The whole Act.
15 Geo. 37. c. 53.	The Copyright Act, 1775	The whole Act.
17 Geo. 3. c. 57.	The Prints Copyright Act, 1777	The whole Act.
54 Geo. 3. c. 56.	The Sculpture Copyright Act, 1814	The whole Act.
3 & 4 Will. 4. c. 15.	The Dramatic Copyright Act, 1833	The whole Act.
5 & 6 Will. 4. c. 65.	The Lectures Copyright Act, 1835	The whole Act.
6 & 7 Will. 4. c. 59.	The Prints and Engravings Copyright (Ireland) Act, 1836.	The whole Act.
6 & 7 Will. 4. c. 110.	The Copyright Act, 1836	The whole Act.
5 & 6 Vict. c. 45.	The Copyright Act, 1842	The whole Act.
7 & 8 Vict. c. 12.	The International Copyright Act, 1844.	The whole Act.
10 & 11 Vict. c. 95.	The Colonial Copyright Act, 1847	The whole Act.
15 & 16 Vict. c. 12.	The International Copyright Act, 1852.	The whole Act.
25 & 26 Vict. c. 68.	The Fine Arts Copyright Act, 1862	Sections one to six. In section eight the words "and pursuant to any "Act for the protection "of copyright engravings," and "and in any "such Act as aforesaid." Sections nine to twelve.
38 & 39 Vict. c. 12.	The International Copyright Act, 1875.	The whole Act.
39 & 40 Vict. c. 36.	The Customs Consolidation Act, 1876.	Section forty-two, from "Books wherein" to "such copyright will expire." Sections forty-four, forty-five, and one hundred and fifty-two.

Session and Chapter.	Short Title.	Extent of Repeal.
45 & 46 Vict. c. 40.	The Copyright (Musical Compositions) Act, 1882.	The whole Act.
49 & 50 Vict. c. 33.	The International Copyright Act, 1886.	The whole Act.
51 & 52 Vict. c. 17.	The Copyright (Musical Compositions) Act, 1888.	The whole Act.
52 & 53 Vict. c. 42.	The Revenue Act, 1889 . . .	Section one, from "Books first published" to "as provided in that section."
6 Edw. 7. c. 36.	The Musical Copyright Act, 1906 .	In section three the words "and which has been registered in accordance "with the provisions of "the Copyright Act, "1842, or of the International Copyright "Act, 1844, which registration may be "effected notwithstanding anything in the "International Copyright Act, 1886."

By sec. 37 the Act is to come into operation in the United Kingdom, on July 1, 1912, or such earlier date as may be fixed by Order in Council; in the self-governing dominions to which the Act extends, on such date as may be fixed by the Legislature of each dominion; in the Channel Islands, on such date as may be fixed by the States of those islands respectively; in any other British Possession to which the Act extends, on the proclamation thereof by the Governor.

Application to British Possessions.—Except for the provisions which are expressly restricted to the United Kingdom, the Act extends throughout His Majesty's Dominions. But it does not extend to a self-governing dominion unless declared by the Legislature of that dominion to be in force therein either with or without any modifications or additions, or with such modifications and additions relating exclusively to procedure and remedies, or necessary to adapt the Act to the circumstances of the dominion, as may be enacted by the Legislature of the dominion (s. 25 (1)). If the Secretary of State certifies by notice in the *London Gazette* that a self-governing dominion has passed legislation under which works, the authors whereof were at the date of the making of the works British subjects resident elsewhere than in the dominion or (not being British subjects) were resident in the parts of His Majesty's dominions to which the Act extends, enjoy within the dominion rights substantially identical with those conferred by the Act, then, while such legislation continues in force, the dominion is for the purposes of the rights conferred by the Act, treated as if it were a dominion to which the Act extends. The Secretary of State may give his certificate although the remedies for enforcing the rights, or the restrictions on the importation of copies of works, manufactured in a foreign country, under the law of the dominion, differ from those under the Act (s. 25 (2)).

The legislature of a self-governing dominion may at any time repeal all or any of the Acts relating to copyright passed by Parliament (including the present Act) so far as they are operative in the dominion.

No such repeal is to affect prejudicially any rights existing at the time of the repeal. If the Act of 1911 or any part of it is repealed, the dominion ceases to be a dominion to which the Act extends (s. 26 (1)).

In a self-governing dominion to which the Act does not extend, the enactments repealed by the Act (see *supra*) continue in force, so far as they are operative in the dominion until repealed by the dominion legislature (s. 26 (2)).

Where His Majesty in Council is satisfied that the law of a self-governing dominion to which the Act does not extend provides adequate protection within the dominion for the works, whether published or unpublished, of authors who at the time of the making of the work were British subjects resident elsewhere than in the dominion, His Majesty in Council may, for the purpose of giving reciprocal protection, direct that the Act, except such parts as may be specified in the Order, and subject to any conditions contained in the Order, shall, within the parts of His Majesty's dominions to which the Act extends, apply to works the authors of which were at the time of the making of the work, resident within the first-mentioned dominion, and to works first published in that dominion ; but, save as provided by such an Order, works the authors whereof were resident in a dominion to which the Act does not extend are not, whether they are British subjects or not, entitled to any protection under the Act, except such as is conferred by the Act on works first published within the parts of His Majesty's dominions to which the Act extends (s. 2). Such an Order confers no rights within a self-governing dominion, but the Governor in Council of a self-governing dominion to which the Act extends, may, by Order, confer similar rights within the dominion as His Majesty in Council is authorised to confer within other parts of His Majesty's dominions. For the purpose of this subsection a " dominion to which the Act extends " includes a dominion which is to be treated as if it were a dominion to which the Act extended (s. 26 (3)).

The legislature of any British possession to which the Act extends may modify or add to the provisions of the Act in its application to the possession, but such modifications and additions apply only to works the authors of which were at the time of the making of the work resident in the possession, and to works first published in the possession, except so far as they relate to procedure and remedies (s. 27).

Section 28 gives power to His Majesty in Council to extend the Act to any territories under his protection and to Cyprus. Under this section the Act is extended by Order in Council, dated June 24, 1912 (St. R. & O. 1912, No. 912) to the following places:—Cyprus and the following territories under His Majesty's protection, namely, the Bechuanaland Protectorate, East Africa Protectorate, Gambia Protectorate, Gilbert and Ellice Islands Protectorate, Northern Nigeria Protectorate, Northern Territories of the Gold Coast, Nyasaland Protectorate, Northern Rhodesia, Southern Rhodesia, Sierra Leone Protectorate, Somaliland Protectorate, Southern Nigeria Protectorate, Solomon Islands Protectorate, Swaziland, Uganda Protectorate, and Weihaiwei. In Article 12 of " The Somaliland Order in Council, 1899," the word " Copyright " is revoked.

Copyright.—Subject to the provisions of the Act, copyright subsists throughout the parts of His Majesty's dominions to which the Act extends (see secs. 25 to 28 *supra*) for the term defined by sec. 3 *infra*, in every original literary, dramatic, musical, and artistic work, if (*a*) in the case of a published work, the work was first published within a part of His Majesty's dominions to which the Act extends; and (*b*) in the case of an unpublished work, the author was at the date of the making of the work a British subject, or resident within a part of His Majesty's dominions to which the Act extends. Copyright subsists in no other works, except so far as protection is conferred by Orders in Council to self-governing dominions to which the Act does not extend, and to foreign countries (s. 1 (1)).

"Copyright" is defined for the purposes of the Act as the sole right to produce or reproduce the work, or any substantial part thereof in any material form whatsoever, to perform, or in the case of a lecture to deliver, the work or any substantial part thereof in public; if the work is unpublished, to publish it or any substantial part of it; and includes the sole right (*a*) to produce, reproduce, perform, or publish any translation of the work; (*b*) in the case of a dramatic work, to convert it into a novel or other non-dramatic work; (*c*) in the case of a novel or other non-dramatic work, or of an artistic work, to convert it into a dramatic work, by way of performance in public or otherwise; (*d*) in the case of a literary, dramatic, or musical work, to make any record, perforated roll, cinematograph film, or other contrivance by means of which the work may be mechanically performed or delivered, and the right to authorise any of the above acts (s. 1 (2)).

For the purposes of the Act "publication" in relation to a work is defined as the issue of copies of the work to the public; it does not include the performance in public of a dramatic or musical work, the delivery in public of a lecture, the exhibition in public of an artistic work, or the construction in public of an architectural work of art, but, for the purposes of this provision, the issue of photographs and engravings of works of sculpture and architectural works of art is not deemed to be publication of such works (s. 1 (3)).

Copyright is infringed by any person who, without the consent of the owner of the copyright, does anything the sole right to do which is conferred on the owner (see s. 1). The following acts do not amount to infringement: (i) any fair dealing with a work for the purposes of private study, research, criticism, review, or newspaper summary; (ii) where the author of an artistic work is not the owner of the copyright, the use by the author of any mould, cast, sketch, plan, model, or study made by him for the purpose of the work, provided he does not repeat or imitate the main design of the work; (iii) the making or publishing of paintings, drawings, or photographs of a work of sculpture or artistic craftmanship, if permanently placed in a public place or building, or the making or publishing of paintings, drawings, engravings, or photographs (which are not in the nature of architectural drawings or plans) of any architectural work of art; (iv) the publication in a collection, mainly composed of non-copyright matter, *bona fide* intended for the use of schools, and so described in the title and in any advertisements issued by the publisher, of short passages from published literary works not themselves published for the use of schools in which copyright subsists: not more than two such passages from works by the same author must be published by the same publisher within five years, and the source from which such passages are taken must be acknowledged; (v) the publication in a newspaper of a report of a lecture delivered in public, unless the report is prohibited by conspicuous written or printed notice affixed before and maintained during the lecture at or about the main entrance of the building, and, except while the building is being used for public worship, in a position near the lecturer: this provision, however, does not affect provision (i) above as to newspaper summaries; (vi) the reading or recitation in public by one person of an extract from any published work (s. 2 (1)). Copyright is also infringed by a person who (*a*) sells or lets for hire, or by way of trade, exposes or offers for sale or hire; or (*b*) distributes either for the purposes of trade or to such an extent as to affect prejudicially the owner of the copyright; or (*c*) by way of trade exhibits in public; or (*d*) imports for sale or hire into any part of His Majesty's dominions to which the Act extends, any work which to his knowledge infringes copyright or would do so if it had been made within the part of His Majesty's dominions in or into which the sale or hiring, exposure, offering for sale or hire, distribution, exhibition or importation takes place (s. 2 (2)). Copyright is also infringed by a person who for his private profit permits a theatre or other place of entertainment to be used for the performance in public of a work without the consent of the owner of the copyright, unless he was not aware and had no reasonable ground for suspecting that the performance would be an infringement of copyright (s. 2 (3)).

Except where otherwise expressly provided by the Act the copyright subsists for the life of the author and a period of fifty years after his death. After the expiration of twenty-five years, or in the case of a copyright subsisting on December 16, 1911, thirty years, any person may reproduce the work for sale without infringement provided he gives notice in writing of his intention to do so in the manner provided by regulations made by the Board of Trade, and pays the owner royalties at the rate of 10 per cent. on the published price of all copies sold. The Board of Trade has power to make regulations as to the form and giving of notices and as to the payment of royalties, which may be payable in advance (s. 3) (see *infra*). As to the computation of time in the case of joint authorship see sec. 16 *infra*; as to posthumous works see sec. 17 *infra*; as to Government publications see sec. 18 *infra*; as to mechanical instruments see sec. 19 *infra*, and as to photographs see sec. 21 *infra*.

The Board of Trade has made the following Regulations under sec. 3 of the Act, dated June 7, 1912:—They are called the Copyright Royalty System (General) Regulations, 1912, and came into force on July 1, 1912. By Regulation 2 the notice required by sec. 3 is to contain the following particulars:—(*a*) The name and address of the person intending to reproduce the work; (*b*) the name of the work which it is intended to reproduce and (if necessary) a description sufficient to identify it; (*c*) the manner in which it is intended to reproduce the work (*e.g.*, whether by printing, lithography, photography, &c.); (*d*) the price or prices at which it is intended to publish the work; (*e*) the earliest date at which any of the copies will be delivered to a purchaser. By regulation 3 the notice is to be given in the following manner:—(*a*) If the name and an address within the United Kingdom of the owner of the copyright, or his agent for the receipt of notice, are known or can with reasonable diligence be ascertained, the notice is to be sent to the owner or agent at that address; (*b*) if such name and address are not known, and cannot with reasonable diligence be ascertained, the notice is to be advertised in the *London Gazette*; the advertisement must give the particulars specified in paragraphs (*a*) and (*b*) of Regulation 2, and must give an address from which a copy of the notice described in Regulation 2 can be obtained. As regards the payment of royalties, Regulation 4 provides:

—(*a*) Unless otherwise agreed the royalties are payable by means of adhesive labels purchased from the owner of the copyright and affixed to the copies of the work. After the person reproducing the work has given the necessary notice of his intention to reproduce it, the owner of the copyright is to send by registered post notice of some reasonably convenient place in the United Kingdom from which adhesive labels can be obtained, and on demand in writing and tender of the price must supply adhesive labels of the required denominations at a price equal to the amount of the royalty represented thereby. Subject to the Regulations no copy of the work is to be delivered to a purchaser until a label or labels denoting the amount of the royalty have been affixed thereto. (*b*) In cases where the royalties are payable by means of adhesive labels if at any time labels of the required denomination are not available because either—(i) after the expiration of fourteen days from the date of the prescribed notice the owner of the copyright has not sent an intimation of some reasonably convenient place in the United Kingdom from which such labels can be obtained; or (ii) the owner of the copyright refuses or neglects to supply such labels within fourteen days after demand duly made, copies of the work may be delivered to purchasers without having labels attached thereto; and the amount of the royalties becomes a debt due to the owner of the copyright from the person reproducing the work, who is to keep an account of all copies sold by him. (*c*) For the purposes of the Regulations the date of the prescribed notice is the date when it would in the ordinary course of post be delivered, if it has been sent by registered post, or the date of the advertisement, if it has been given by advertisement. (*d*) If the royalties are payable otherwise than by means of adhesive labels, the time and frequency of payment are to be specified in the agreement. (*e*) The adhesive label is to be of paper, square in shape, with the design entirely enclosed within a circle; the side of the label is not to be more than ¾-inch in length. The label must not bear the effigy of the Sovereign or any other person, nor any word, mark or design which suggests that the label is issued by or under the authority of the Government for the purpose of denoting any duty payable to the Government.

After the death of the author of a literary, dramatic, or musical work which has been published or performed, the owner of the copyright may be ordered by the Judicial Committee of the Privy Council to grant a licence to reproduce the work or perform it in public on such terms and conditions as the Judicial Committee think fit, if he has refused to republish the work or to allow it to be republished or to be performed in public, so that the work is withheld from the public (s. 4). As to the case of joint authorship see sec. 16 *infra*.

Subject to the exceptions given below, the author of a work is the first owner of the copyright therein. In the case of an engraving, photograph, or portrait, if the plate or original is ordered by some other person and is made for valuable consideration in pursuance of that order, then in the absence of any agreement to the contrary the first owner is the person to whose order the plate or original is made. If the author is in the employment of some other person under a contract of service or apprenticeship and the work is made in the course of the employment, the employer is, in the absence of any agreement to the contrary, the first owner of the copyright; but where the work is an article or other contribution to a newspaper, magazine or similar periodical, the author has, in the absence of any agreement to the contrary, the right to restrain the publication of the work otherwise than as part of a newspaper, magazine, or similar periodical (s. 5 (1)).

The owner of a copyright may assign the right, either wholly or partially, and either generally or subject to limitations to the United Kingdom or to any self-governing dominion to which the Act extends, and either for the whole term of the copyright or for any part thereof, and may grant any interest in the right by licence, but such assignment or grant must be in writing signed by the owner or his duly authorised agent. Where, however, the author is the first owner, no assignment of the copyright, or grant of any interest therein made by him, otherwise than by will, after December 16, 1911, can operate to vest in the assignee or grantee any rights with respect to the copyright beyond the expiration of twenty-five years from the death of the author; notwithstanding any agreement to the contrary, the reversionary interest expectant on the termination of that period devolves on the death of the author on his legal personal representatives as part of his estate, and any agreement entered into by him as to the disposition of such reversionary interest is null and void. The proviso, however, does not apply to the assignment of the copyright in a collective work or a licence to publish a work or part of a work as part of a collective work (s. 5 (2)). Where there is a partial assignment of a copyright the assignee, as regards the rights assigned, and the assignor, as regards the rights not assigned, are regarded as the owner of the copyright (s. 5 (3)).

Where a bankrupt owns a copyright in any work, or any interest in any such copyright, and is liable to pay royalties or a share of the profits to the author, the trustee may not sell any copies of the work, or perform or authorise the performance of the work, unless he pays to the author such sums as would have been payable by the bankrupt, nor may he assign the right or transfer the interest or grant any interest in the right by a licence except upon terms which secure to the author payments at a rate not less than that which the bankrupt was liable to pay, unless he gets the consent of the author or of the Court (Bankruptcy and Deeds of Arrangement Act, 1913, 2 & 4 Geo. v. c. 34, s. 25).

Where a copyright has been infringed the owner is entitled, except where otherwise provided by the Act, to all such remedies by way of injunction or interdict, damages, accounts, or otherwise, as are or may be conferred by law for the infringement of a right (s. 6 (1)). The costs of all the parties in any proceedings in respect of infringement are in the absolute discretion of the Court (s. 6 (2)). In an action for infringement the work is presumed to be a copyright work, and the plaintiff is presumed to be the owner of the copyright, unless the defendant puts in issue the existence of the copyright or the title of the plaintiff. If such a question is in issue, then (*a*) if a name purporting to be that of the author of the work is printed or otherwise indicated thereon in the usual manner, that person is presumed to be the author of the work unless the contrary be proved; (*b*) if no name is so printed or indicated or if the name so printed or indicated is not the author's true name or the name by which he is commonly known, and a name purporting to be that of the publisher or proprietor is printed or otherwise indicated thereon in the usual manner, that person is presumed unless the contrary is proved to be the owner of the copyright for the purposes of the proceedings (s. 6 (3)).

All infringing copies of any copyright work or of any substantial part thereof, and all plates used or intended to be used in the production of infringing copies, are deemed to be the property of the owner of the copyright, who may take proceedings for the recovery of the possession thereof, or in respect of the conversion thereof (s. 7), but see sec. 9 (2) *infra.*

Where in proceedings for infringement the defendant alleges and proves that at the time of the infringement he was not aware and had no reasonable grounds for suspecting that the work was a copyright work, the plaintiff is not entitled to any other remedy than an injunction (s. 8).

In the case of a building or other structure which infringes, or, if completed, would infringe a copyright, the owner of the copyright, if the construction has been begun, is not entitled to an injunction to restrain the construction or to order its demolition. The provisions of sec. 6 (3) (*supra*) that an infringing copy of a copyright work is deemed to be the property of the owner do not apply to buildings and other structures (s. 9 (1) and (2)).

An action in respect of infringement must be brought within three years of the infringement (s. 10).

If any person knowingly—

(*a*) makes for sale or hire any infringing copy of a copyright work; or

(*b*) sells or lets for hire, or by way of trade exposes or offers for sale or hire any infringing copy of a copyright work; or

(*c*) distributes infringing copies of a copyright work either for the purposes of trade or to such an extent as to affect prejudicially the owner of the copyright; or

(*d*) by way of trade exhibits in public any infringing copy of a copyright work; or

(*e*) imports for sale or hire into the United Kingdom any infringing copy of a copyright work,

he is guilty of an offence under the Act and is liable on summary conviction to a fine not exceeding forty shillings for every copy dealt with in contravention of the section, but not exceeding £50 in respect of the same transaction. In the case of a second or subsequent offence he is liable either to such fine or to imprisonment with or without hard labour not exceeding two months (s. 11 (1)).

If any person knowingly makes or has in his possession any plate for the purpose of making infringing copies of a copyright work, or knowingly and for his private profit causes any such work to be performed in public without the consent of the owner of the copyright, he is guilty of an offence under the Act, and is liable on summary conviction to a fine not exceeding £50, or in the case of a second or subsequent offence, either to such fine or to imprisonment with or without hard labour not exceeding two months (s. 11 (2)).

The court before which any such proceedings are taken may, whether the alleged offender is convicted or not, order all copies of the work or all plates in his possession, which appear to be infringing copies or plates for the purpose of making infringing copies to be destroyed or delivered up to the owner of the copyright or otherwise dealt with as the court may think fit (s. 11 (3)).

As respects musical works the section does not affect the provisions of the Musical (Summary Proceedings) Copyright Act, 1902, or the Musical Copyright Act, 1906 (see Vol. III. p. 630) (s. 11 (4)).

A person aggrieved by a summary conviction under sec. 11 has a right of appeal to quarter sessions (s. 12).

The above provisions as to summary proceedings extend only to the United Kingdom (s. 13).

Where an owner of copyright gives notice to the Commissioners of Customs and Excise that he desires that copies of a copyright work which if made in the United Kingdom would infringe his copyright should not be imported into the United Kingdom, such copies are not to be imported, and, subject to the provisions of this section, are deemed to be included in the table of prohibitions and restrictions in sec. 42 of the Customs Consolidation Act, 1876 (s. 14 (1)). Before detaining any such copies or taking any steps with a view to forfeiture the Commissioners may require the regulations referred to below to be complied with, and may satisfy themselves that the copies are prohibited (s. 14 (2)). Subsections (3) to (5) deal with the power of the Commissioners to make regulations under the section. The section applies as if it were part of the Customs Consolidation Act, 1876. The Isle of Man, however, is not to be treated as part of the United Kingdom for the purposes of the section (subsec. (6)). With the necessary modifications the section applies to the importation into a British possession to which the Act extends of copies of works made out of that possession (subsec. (7)).

Regulations made by the Commissioners of Customs and Excise under sec. 14 of the Act, dated June 19, 1912, provide :—

1. The notice in writing to be given to the Commissioners by the owner of the copyright in any book or other printed work in which copyright subsists or his agent, who is desirous that copies thereof printed or reprinted out of the United Kingdom shall not be imported into the United Kingdom must be in the Form No. 1 (*infra*) or as near thereto as circumstances permit.
2. Any notice in regard to any book or other printed work in which copyright subsisted on June 30, 1912, which was given to and accepted by the Commissioners on or before that day pursuant to sec. 42 of the Customs Consolidation Act, 1876, or sec. 1 of the Revenue Act, 1889, is for a period of 12 months from July 19, 1912, if the copyright so long subsists, to be treated as a notice given under sec. 14 of the Act of 1911, unless the notice is withdrawn or superseded or the Commissioners require a further notice to be given.
3. The notice in writing to be given to the Commissioners by the owner of the copyright in any work (other than a book or other printed work) in which copyright subsists or his agent, who is desirous that copies thereof made out of the United Kingdom shall not be imported into the United Kingdom, may be either a general notice in the Form No. 2 (*infra*), or as near thereto as the circumstances permit, or a special notice in the Form No. 3 (*infra*) relating to a particular importation.
4. Every notice given in the Forms Nos. 1 or 2 must be accompanied by a statutory declaration in the Form No. 4 (*infra*).
5. Before any article which appears, or is alleged, to be a copy of a work to which a notice applies is detained, or any further proceedings with a view to the forfeiture thereof under the law relating to Customs is taken, the person who signed the notice, whether as owner or agent, shall, if required to do so, give to the Commissioners in writing

such further information and evidence, verified if so required by a statutory declaration, as they consider necessary to satisfy them that the article in question is liable to detention and forfeiture.

6. In the case of a detention in consequence of a notice in Form No. 3 given to the Commissioners the person who signed the notice, whether as owner or agent, must if so required deposit with the Collector of Customs and Excise or other Chief Officer of Customs and Excise at the port or place of detention a sum of money sufficient in the opinion of that officer to cover any expense which may be incurred in the examination required by reason of his notice of the goods detained, and if upon the examination of the goods the Collector or other Chief Officer is satisfied that there is no ground for their detention, they will be delivered.

7. If any goods are placed under detention in consequence of any notice given in pursuance of these Regulations, the Commissioners may require the person who signed the notice to give an undertaking in writing to reimburse them all expenses and damages incurred in respect of the detention, and of any proceedings for forfeiture subsequently taken if such an undertaking has not already been given, and may also require him within four days after the detention to enter into a bond with two approved sureties in such form and for such amount as the Commissioners may require.

8. Any deposit of money previously made is to be returned on the completion of the bond.

9. In the Regulations "Book or other printed work" means every part or division of a book, pamphlet, sheet of letterpress, sheet of music, map, plan, chart, or table separately published.

The Schedule.

Form No 1.

Notice.

Relating to Copyright Books and other printed works.

To the Commissioners of Customs and Excise.

I,

of

hereby give you notice that copyright in the original work (¹) mentioned in the Schedule hereto now subsists under the Copyright Act, 1911, and that (²) the owner of the copyright in the said work (¹) and that (³) desirous that copies of the said work (¹) printed or reprinted out of the United Kingdom shall not be imported into the United Kingdom.

Dated this day of , 19 .

(Signature)——————

(⁴)——————

Schedule.

Title of Book (⁵)——————

Description of printed work, if not a book——————

Full name of Author or Authors——————

(1) or works.

(2) If notice is given by the owner, insert "I am"; if given by an agent, insert name of owner and the word "is."

(3) "I am" or "he is."

(4) If an agent insert "Agent of owner."

(5) The notice may apply to a number of books or printed works, in which case the particulars in the Schedule must be given as respects each book or printed work.

Whether Author or Authors alive, if not, date of death————

When and where (6) book or printed work first published————

(6) It is sufficient to state the *country* of first publication.

(NOTE.—Where advantage has been taken of the provisions of the Copyright Act, 1911, as to simultaneous publication, the date and place stated should be those which entitle the work to copyright in the United Kingdom.)

Form No. 2.

NOTICE.

Relating to Copyright Works, other than Books or other printed Works.

To the Commissioners of Customs and Excise.

I,

of

hereby give you notice that copyright in the original work mentioned in the Schedule hereto now subsists under the Copyright Act, 1911, and that (1) the owner of the copyright in the said work, and that (2) desirous that copies of the said work made out of the United Kingdom shall not be imported into the United Kingdom.

Dated the day of , 19 .

(Signature)————

(3)————

(1) If notice is given by the owner, insert "I am"; if given by an agent, insert name of owner and the word "is."

(2) "I am," or "he is."

(3) If an agent, insert "Agent of owner."

Schedule.

Title of Work (if any)————

Full description of Work————

Initials or Marks (if any) usually placed on copies of work————

Full name of Author or Authors————

Whether Author or Authors alive, if not, date of death————

When and where (4) work first published————

(4) It is sufficient to state the *country* of first publication.

(NOTE.—Where advantage has been taken of the provisions of the Copyright Act, 1911, as to simultaneous publication, the date and place stated should be those which entitle the work to copyright in the United Kingdom.)

If work not published :—

Whether Author British subject or not————

If not a British subject, name of country in which Author was resident, or domiciled at date of the making of the work————

In the case of photographs, phonographic records and music rolls, date of making the original negative or original plate————

Form No. 3.

NOTICE.

Relating to a particular importation.

To the Commissioners of Customs and Excise.

I,

of

hereby give you notice that I am the owner (1)————of the copyright in a certain original work as to which copyright now subsists

(1) or agent for the owner.

under the Copyright Act, 1911, and that the undermentioned goods, that is to say, (2)

.

.

are about to be imported into the *Port of—————— on or about the——————day of——————next in the (3)—————— from——————————.

That such goods are liable to detention and forfeiture as being (4)

.

.

.

And I request that the said goods may be detained and dealt with accordingly, and I hereby undertake to reimburse the Commissioners of Customs and Excise all expenses and damages to be incurred in respect of the detention, and of any proceedings for forfeiture which may be subsequently taken.

Dated this day of , 19 .

(Signature)——————————

(5)——————————

(2) Describe the goods, number of packages, marks used, and any other particulars necessary for their identification.

* or Sub-Port.

(3) Describe the ship, and give name or indication.

(4) State if the goods are copies of the original work made out of the United Kingdom, or how otherwise the goods are liable to detention and forfeiture.

(5) If an agent, insert "Agent of Owner."

Form No. 4.

Statutory Declaration.

I,

of

do solemnly and sincerely declare that the contents of the Notice hereto annexed are true, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared by the above-named

at

this day of , 19 ,

before me

A Commissioner for Oaths.

The publisher of every book published in the United Kingdom must at his own expense deliver a copy of the book to the trustees of the British Museum within a month of its publication; and the trustees must give a receipt for it (s. 15 (1)). The publisher must also, if written demand is made within twelve months of publication, deliver within one month of the demand, or if the demand is made before publication, within one month of publication, to some depôt in London named in the demand, a copy of the book for, or in accordance with the directions of, the authority having the control of the following libraries: The Bodleian Library, Oxford; the University Library, Cambridge; the Library of the Faculty of Advocates, Edinburgh; the Library of Trinity College, Dublin; and the National Library of Wales, provided as regards the last-mentioned library that the book is not one of a class specified in regulations made by the Board of Trade. In the case of an encyclopædia, newspaper, review, magazine, or work published in a series of numbers or parts, the demand may include all the subsequent numbers or parts.

The copy delivered to the trustees of the British Museum must be a copy of the whole book with all maps and illustrations, finished and coloured in the same manner as the best copies of the book, and must be bound, sewed or stitched together, and on the best paper on which the book is printed. The copies for the other authorities are to be on the paper on which the largest number of copies are printed for sale, and are to be in the same condition as the books prepared for sale. The penalty for not complying with the section is a fine on summary conviction not exceeding £5 and the value of the book. The fine goes to the trustees or authority to whom the book ought to have been delivered. For the purposes of the section "book" includes every part or division of a book, pamphlet, sheet of letterpress, sheet of music, map, plan, chart, or table separately published, but does not include a second or subsequent edition of a book unless such edition contains additions or alterations either in the letterpress or in the maps, prints, or other engravings belonging thereto (s. 15).

In the case of joint authorship, copyright subsists for the life of the author who dies first and for fifty years, or during the life of the author who dies last, whichever period is the longer; references to the period after the expiration of any specified number of years from the death of the author are to be construed as references to the period after the expiration of a like number of years from the death of the author who dies first, or after the death of the author who dies last, whichever period is the shorter. In the provisions of the Act with respect to compulsory licences (see sec. 4) a reference to the date of the death of the author who dies last is to be substituted for the reference to the date of the death of the author (s. 16 (1)).

In the case of joint authorship, if one or more of the joint authors do not satisfy the conditions conferring copyright as laid down by the Act, the work is treated as if the other author or authors were the sole author or authors, but the term of the copyright is the same as it would have been if all the authors had satisfied the conditions (s. 16 (2)).

Joint authorship is defined as a work produced by the collaboration of two or more authors in which the contribution of one author is not distinct from that of the other or others (s. 16 (3)).

Where a husband and wife are joint authors the interest of the wife is her separate property (s. 16 (4)).

In the case of a literary dramatic or musical work, or an engraving, in which copyright subsists at the date of the death of the author or, in the case of joint authorship, at or immediately before the death of the author who dies last, but which has not been published, nor, in the case of a dramatic or musical work, been performed in public, nor, in the case of a lecture, been delivered in public, before that date, copyright subsists till publication or performance or delivery in public, whichever may happen first, and for fifty years. In such a case the proviso in sec. 3 as to the reproduction by other persons on the payment of royalties applies as if the author had died at the date of the publication, performance or delivery in public (s. 17 (1)).

The ownership of an author's manuscript after his death, if the ownership is acquired under a testamentary disposition made by the author and the manuscript is of a work which has not been published nor performed in public nor delivered in public, is *prima facie* proof of the copyright being with the owner of the manuscript (s. 17 (2)).

Without prejudice to any of the rights or privileges of the Crown, the copyright in a work prepared or published before or after the commencement of the Act by or under the direction or control of His Majesty or a Government department, subject to any agreement with the author, belongs to His Majesty. The copyright in such works lasts for fifty years from the first publication (s. 18).

Copyright subsists in records, perforated rolls, and other contrivances by means of which sounds may be mechanically produced, as if such contrivances were musical works. In such cases the copyright lasts for fifty years from making of the original plate from which the contrivance was directly or indirectly derived, and the owner of the original plate at the time when it is made is deemed to be the author of the work. If the owner is a body corporate it is deemed for the purposes of the Act to reside within the parts of His Majesty's dominions to which the Act extends if it has an established place of business within those parts (s. 19 (1)).

It is not an infringement of the copyright of a musical work for a person to make within the parts of His Majesty's dominions to which the Act extends records, perforated rolls, or other contrivances by means of which the work may be mechanically performed, if he proves—(*a*) that such contrivances have previously been made by, or with the consent or acquiescence of, the owner of the copyright; and (*b*) that he has given the notice prescribed by the Board of Trade (see *infra*) and has paid the owner of the copyright royalties in respect of all the contrivances sold by him calculated at the rate set out in subsec. (3) *infra*. The above provision does not authorise alterations in or omissions from the work reproduced, unless contrivances reproducing the work with similar alterations or omissions have been previously made by or with the consent or acquiescence of the owner of the copyright, or unless the alterations or omissions are reasonably necessary for the adaptation of the work to the contrivances in question. For the purposes of the above provision a musical work includes any words so closely associated therewith as to form part of the same work, but does not include a contrivance by means of which sounds may be mechanically produced (s.19 (2)).

Royalties under the section are to be calculated—(*a*) in the case of contrivances sold within two years of the commencement of the Act by the person making the same, 2½ per cent.; (*b*) in the case of contrivances sold after the expiration of the two years, 5 per cent., on the ordinary retail selling price calculated in the manner prescribed by the regulations made by the Board of Trade. In no case is the royalty payable in respect of a contrivance to be less than a halfpenny for each separate musical work in which copyright subsists reproduced thereon. Fractions of a farthing are reckoned as a farthing. At any time after the expiration of seven years from the commencement of the Act the Board of Trade may, after holding a public inquiry, alter the rate of royalty. An order altering the rate has no effect until confirmed by Parliament. After an alteration in the rate has been confirmed no fresh revision can be made for a further period of fourteen years (s. 19 (3)).

Where a contrivance reproduces more than one copyright work belonging to different persons, the rate is to be apportioned between them by arbitration, failing agreement (s. 19 (4)).

Where contrivances by means of which a musical work can be mechanically performed have been made, the owner of the copyright is deemed to have given his consent to the making of the contrivances if he fails to reply to the prescribed inquiries within the prescribed time (s. 19 (5)).

Subsec. 6 gives the Board of Trade power to make regulations under the section, for which see *infra.*

The provisions of the section apply to musical works published before the commencement of the Act with the following modifications:—

(*a*) The conditions as to the previous making by, or with the consent or acquiescence of, the owner of the copyright and the restrictions as to alterations and omissions do not apply.

(*b*) The rate of 2½ per cent. is substituted for the rate of 5 per cent. in the calculation of royalties: no royalties are payable in respect of contrivances sold before July 1, 1913, if contrivances reproducing the same work were lawfully made or placed on sale within the parts of His Majesty's dominions to which the Act extends before July 1, 1910.

(*c*) Notwithstanding any assignment made before December 16, 1911, the rights conferred by the Act in respect of the making or authorising the making of contrivances by means of which a work may be mechanically performed belong to the author or his legal personal representatives and not to the assignee, and the royalties are to be paid to them.

(*d*) The saving of the rights and interests arising from or in connection with action taken before the commencement of the Act does not authorise a person who has made contrivances by means of which a work may be mechanically performed to sell such contrivances, irrespective of when they were made, except under the conditions laid down in the section.

(*e*) Where copyright is conferred by an Order in Council relating to a foreign country, the copyright, except as provided by the Order, does not include any rights with respect to the making of records, perforated rolls, or other contrivances by means of which the work may be mechanically performed (s. 19 (7)).

Where a record, perforated roll, or other contrivance by means of which sounds may be mechanically reproduced was made before the commencement of the Act, copyright subsists therein as from the commencement of the Act as if the Act had been in force at the date of the making of the original plate from which the contrivance was directly or indirectly derived. In such a case the person who at the Commencement of the Act is the owner of the original plate is the first owner of the copyright. This provision does not confer copyright in any contrivance if the making of it would have been an infringement of some other contrivance, if the provision had been in force at the time of the making of the first-mentioned contrivance (s. 19 (8)).

Under this section the Board of Trade have made Regulations, dated June 7, and called the Copyright Royalty System (Mechanical Musical Instruments) Regulations, 1912. By Regulation (2) the notice required by section 19 (2) must contain the following particulars:—(*a*) The name and address of the person intending to make the contrivances; (*b*) the name of the musical work which it is intended to reproduce and of the author (if known); and (if necessary) a description sufficient to identify the musical work; (*c*) the class of contrivance on which it is intended to reproduce the musical work (*e.g.*, whether discs, cylinders or music rolls); (*d*) the ordinary retail selling prices of the contrivances, and the amount of the royalty payable on each contrivance in respect of the musical work; (*e*) the earliest date at which any of the contrivances will be delivered to a purchaser; (*f*) whether any other work is to be reproduced on the same contrivance with the musical work specified in accordance with paragraph (*b*). (3) Not less than ten days before any contrivances on which the musical work is reproduced are delivered to a purchaser, the notice must be sent by registered post or published by advertisement as follows:—(*a*) If the name and an address within the United Kingdom of the owner of the copyright, or his agent for the receipt of notice, are known or can with reasonable diligence be ascertained, the notice must be sent to such owner or agent at that address; (*b*) if such name and address are not known and cannot with reasonable diligence be ascertained the notice must be advertised in the *London Gazette*; such advertisement must give the particulars required by paragraphs (*a*) and (*b*) of Regulation (2), and must also state an address from which a copy of the notice described in Regulation (2) may be obtained. Any number of musical works may be included in the same advertisement. Regulation (4) provides that unless otherwise agreed royalties are to be payable by means of adhesive labels purchased from the owner of the copyright, and affixed in the manner provided by the Regulations. After the person making the contrivances has given the necessary notice of his intention to do so, the owner of the copyright must by writing sent by registered post intimate to him some reasonably convenient place within the United Kingdom from which adhesive labels can be obtained, and on demand in writing and tender of the price the owner must supply adhesive labels of the required denominations at a price equal to the amount of royalties represented thereby. Subject to these Regulations no contrivance must be delivered to a purchaser until such label or labels have been affixed thereto, or in the case of cylinders to which it is not reasonably practicable to affix the labels, until such label or labels have been affixed to a carton or box enclosing the cylinder. (*b*) Where royalties are payable by means of adhesive labels if at any time labels of the required denominations are not available either because—(i) after the expiration of five days from the date of the notice of intention to make or sell the contrivances the owner of the copyright has not sent to the person making the contrivances an intimation of some reasonably convenient place within the United Kingdom from which such labels can be obtained; or (ii) the owner of the copyright refuses or neglects to supply such labels within three days after demand duly made, contrivances may be delivered to purchasers without having labels affixed thereto or to the carton or box; and the amount of the royalties becomes a debt due to the owner of the copyright from the person making the contrivances, who must keep an account of all the contrivances sold by him. (*c*) The date of the notice in cases where the notice is required to be sent by registered post is the date when the notice would be delivered in the ordinary course of post; and in cases where the notice is required to be advertised in the *London Gazette*, the date of the advertisement. The case of contrivances made before the commencement of the Act is dealt with in subsection (*d*). (*e*) If the royalties are payable by agreement otherwise than by adhesive labels, the time and frequency of the payment are to be as specified in the agreement. (*f*) The adhesive label must be made of paper; it must be square in shape; the design must be entirely enclosed within a circle, and the side of the label not to be greater than three-quarters of an inch. It must not bear the effigy of the Sovereign or any other person, nor any word, mark, or design such as to suggest that the label is issued by or under the authority of the Government for the purpose of denoting any duty payable to the Government. (5) The ordinary retail selling price of a contrivance is calculated at the marked or catalogued selling price of single copies to the public, or, if there is no such price, at the highest price at which single copies are ordinarily sold to the public. (6) The inquiries referred to in section 19 (5) of the Act must be directed to the owner of the copyright by name or (if his name is not known and cannot with reasonable diligence be ascertained) in general terms to "the owner of the copyright," and must contain—(*a*) the name of the musical work and of the author (if known), and (if necessary) a description sufficient to identify it; (*b*) the name, address, and occupation of the person making the inquiries; (*c*) an allegation that a contrivance has previously been made by means of which the musical work may be mechanically performed, with the trade name (if known) and a description of such contrivance; (*d*) an inquiry whether the contrivance so described was made with the consent or acquiescence of the owner of the copyright. (7) The inquiries must be sent by registered post or published by advertisement as follows:—(*a*) if an address within the United Kingdom of the owner of the copyright is known, or can with reasonable diligence be ascertained, the inquiries must be sent to that address; or (*b*) if such address is not known, and cannot with reasonable diligence be ascertained, the inquiries must be advertised in the *London Gazette*. (8) The prescribed time for reply to the inquiries is:—in cases where the inquiries are sent by registered post 7 days after the date when the inquiries would in ordinary course of post be delivered; (*b*) where the inquiries are required to be advertised in the *London Gazette* 7 days after the date of the advertisement.

The copyright in an address of a political nature delivered at a public meeting is not infringed by the publication of a report thereof in a newspaper (s. 20).

Copyright in a photograph subsists for fifty years from the making of the original negative from which the photograph is directly or indirectly derived. The owner of the negative when it is made is deemed to be the author of the work. If the owner is a body corporate, it is deemed for the purposes of the Act to reside within the parts of His Majesty's dominions to which the Act extends if it has established a place of business within such parts (s. 21).

The Act does not apply to designs which are capable of being registered under the Patents and Designs Act, 1907, unless they are designs which, though capable of being registered, are not used or intended to be used as models or patterns to be multiplied by an industrial process. Power is given to make rules under sec. 86 of that Act for determining the conditions under which a design is to be deemed to be used for such purposes (s. 22).

If it appears to His Majesty that a foreign country does not give, or has not undertaken to give, adequate protection to British authors, His Majesty may by Order in Council direct that the provisions of the Act conferring copyright on works first published within the parts of His Majesty's dominions to which the Act extends, shall not apply to works published after a date specified in the Order, whose authors are subjects or citizens of that foreign country, and are not resident in His Majesty's dominions (s. 23).

Where a person was immediately before the commencement of the Act entitled to any right in a work mentioned in the first column of the table set out below, he is entitled from that date to the right mentioned in the second column, or to the same interest in the substituted right, and to no other right or interest. The substituted right subsists for as long as it would have subsisted if the Act had been in force at the time when the work was made and the work had been entitled to copyright under the Act. If the author of a work in which a right mentioned in the first column of the table subsisted at the date of the commencement of the Act has, before that date, assigned the right or granted any right or interest therein for the whole term of the right, then at the date when the right would have expired but for the passing of the Act, the substituted right, in the absence of express agreement, passes to the author of the work. The person, however, who immediately before the date at which the right would have expired was the owner of the right or interest is entitled at his option—(i) on giving the notice mentioned below, to an assignment of the right or the grant of a similar interest for the remainder of the term for a consideration to be determined, failing agreement, by arbitration; or (ii) without any assignment or grant to continue to reproduce or perform the work subject to the payment, if demanded by the author within three years of the date when the right would have expired, of such royalties as, failing agreement, may be determined by arbitration, or, if the work is incorporated in a collective work of which the owner of the right or interest is the proprietor, without any such payment. The notice must be given not more than one year and not less than six months before the date on which the right would have expired: it must be sent by registered post to the author, or if he cannot be found, must be advertised in the *London Gazette* and two London newspapers. Where any person has before July 26, 1910, taken any action whereby he has incurred expenditure or liability in connection with the production or performance of any work in a manner which at that time was lawful, or for the purpose of or with a view to the reproduction or performance of a work at a time when but for the passing of the Act it would have been lawful, the section does not diminish or prejudice any rights or interest arising from or in connection with such action which are subsisting and valuable at that date, unless the person who becomes entitled to restrain such reproduction or performance agrees to pay such compensation as, failing agreement, may be determined by arbitration (s. 24 (1) & Sched. I).

Existing Right.	Substituted Right.
(a) *In the case of Works other than Dramatic and Musical Works.*	
Copyright.	Copyright as defined by this Act.*
(b) *In the case of Musical and Dramatic Works.*	
Both copyright and performing right	Copyright as defined by this Act.*
Copyright, but not performing right	Copyright as defined by this Act, except the sole right to perform the work or any substantial part thereof in public.
Performing right, but not copyright	The sole right to perform the work in public, but none of the other rights comprised in copyright as defined by this Act.

---

* In the case of an essay, article, or portion forming part of and first published in a review, magazine, or other periodical or work of a like nature, the right shall

For the purposes of this Schedule the following expressions, where used in the first column thereof, have the following meanings:—

"Copyright," in the case of a work which according to the law in force immediately before the commencement of this Act has not been published before that date and statutory copyright wherein depends on publication, includes the right at common law (if any) to restrain publication or other dealing with the work;

"Performing right," in the case of a work which has not been performed in public before the commencement of this Act, includes the right at common law (if any) to restrain the performance thereof in public.

For the purpose of the section "author" includes the legal personal representatives of a deceased author (s. 24 (2)).

Subject to the provisions of sec. 19 (7) & (8) and sec. 33 of the Act copyright does not subsist in any work made before the commencement of the Act, except as provided by this section (s. 24 (3)).

No copyright now exists apart from the Act or from some other Act for the time being in force, but this provision does not abrogate any right or jurisdiction to restrain a breach of trust or confidence (s. 31).

Section 32 gives power to His Majesty in Council to make Orders for altering, revoking, or varying any Orders made under the Act, or under the Acts repealed by the Act, but Orders made under the section do not affect prejudicially any rights or interests acquired or accrued at the date when the Order comes into force, and such Orders are to provide for the protection of such rights and interests. Orders in Council are to be published in the *London Gazette* and to be laid before both Houses of Parliament.

The Act does not deprive the universities and colleges mentioned in the Copyright Act, 1775, of any copyright they possess under that Act, but the remedies and penalties for infringement are to be those provided by the Act of 1911 (s. 33).

Section 34 preserves to libraries the annual compensation for the right to receive gratuitous copies of books which they were receiving immediately before the commencement of the Act in pursuance of any Act. The Treasury must be satisfied each year that the previous year's compensation has been spent in the purchase of books.

Section 35 contains the following definitions:—

"Literary work" includes maps, charts, plans, tables, and compilations;

"Dramatic work" includes any piece for recitation, choreographic work or entertainment in dumb show, the scenic arrangement or acting form of which is fixed in writing or otherwise, and any cinematograph production where the arrangement or acting form or the combination of incidents represented give the work an original character;

"Artistic work" includes works of painting, drawing, sculpture, and artistic craftsmanship, and architectural works of art, and engravings and photographs;

---

be subject to any right of publishing the essay, article, or portion in a separate form to which the author is entitled at the commencement of this Act, or would, if this Act had not been passed, have become entitled under section eighteen of the Copyright Act, 1842.

"Work of sculpture" includes casts and models;

"Architectural work of art" means any building or sculpture having an artistic character or design, in respect of such character or design, or any model for such building or sculpture, provided that the protection afforded by the Act is confined to the artistic character or design and does not extend to processes or methods of construction;

"Engravings include etchings, lithographs, woodcuts, prints, and other similar works, not being photographs;

"Photograph" includes photo-lithograph and any work produced by any process analogous to photography;

"Cinematograph includes any work produced by any process analogous to cinematography;

"Collective work" means—(*a*) an encyclopædia, dictionary, year-book, or similar work; (*b*) a newspaper, review, magazine, or similar periodical; (*c*) any work written in distinct parts by different authors, or in which works, or parts of works, of different authors are incorporated;

"Infringing," when applied to a copy of a work in which copyright subsists, means any copy, including any colourable imitation, made, or imported in contravention of the provisions of the Act;

"Performance" means any acoustic representation of a work and any visual representation of any dramatic action in a work, including such a representation made by means of any mechanical instrument;

"Delivery" in relation to a lecture, includes delivery by means of any mechanical instrument;

"Plate" includes any stereotype or other plate, stone, block, mould, matrix, transfer, or negative used or intended to be used for printing or reproducing copies of any work, and any matrix or other appliance by which records, perforated rolls, or other contrivances for the acoustic representation of the work are or are intended to be made;

"Lecture" includes address, speech, and sermon;

"Self-governing dominion" means the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, and Newfoundland.

For the purposes of the Act, other than those relating to infringement, a work is not deemed to be published or performed in public, and a lecture is not deemed to be delivered in public, if published, performed or delivered without the consent or acquiescence of the author, his executors, administrators, or assigns (s. 35 (2)).

For the purposes of the Act a work is deemed to be first published within the parts of His Majesty's dominions to which the Act extends notwithstanding that it has been published simultaneously in some other place, unless the publication in such parts of His Majesty's dominions is colourable only and is not intended to satisfy the reasonable requirements of the public. A work is deemed to be published simultaneously in two places if the interval between the two publications does not exceed fourteen days, or such longer time as may be fixed by Order in Council (s. 35 (3)).

If the making of an unpublished work extends over a considerable period, the conditions of the Act conferring copyright are deemed to be complied with if the author was, during a substantial part of the period, a British subject or resident within the parts of His Majesty's dominions to which the Act extends (s. 35 (4)).

An author is deemed to be a resident in the parts of His Majesty's dominions to which the Act extends if he is domiciled within any such part (s. 35 (5)).

International Copyright.—Section 29 gives power to His Majesty by Order in Council to direct that the Act, except any parts of it specified in the Order, shall apply—(*a*) to works first published in a foreign country named in the Order, as if they had first been published within the parts of His Majesty's dominions to which the Act extends; (*b*) to literary, dramatic, musical, and artistic works, or any class thereof, the authors whereof were at the time of the making thereof subjects or citizens of a foreign country named in the Order, as if they were British subjects; (*c*) in respect of residence in a foreign country named in the Order, as if such residence were residence in the parts of His Majesty's dominions to which the Act extends. The section contains the following provisos: (i) before making such an Order in respect of any foreign country, other than a country with which His Majesty has entered into a convention relating to copyright, His Majesty is to be satisfied that the foreign country has made, or has undertaken to make, such provisions as it appears to His Majesty expedient to require for the protection of works entitled to Imperial copyright; (ii) the Order may provide that the term of the copyright shall not exceed that allowed by the law of the country to which the Order relates; (iii) the provisions of the Act as to the delivery of copies of books shall not apply unless so specified in the Order; (iv) the Order may provide that the rights are to be subject to conditions and formalities; (v) the Order may make such modifications as to ownership of copyright as appear necessary having regard to the law of the foreign country; (vi) the Order may make such modifications in the provisions of the Act as to existing works as may appear necessary, and may provide that those provisions shall not revive any right of preventing the production or importation of any translation in any case where the right has ceased under sec. 5 of the International Copyright Act, 1886.

Such an Order in Council extends to all His Majesty's dominions to which the Act extends except self-governing dominions and any other possession specified in the Order (s. 30 (1)). Under this section the Act is applied to Austria-Hungary by Order in Council dated June 24, 1912 (St. R. & O. 1912, No. 914). See Orders in Council of March 17, April 11, and June 13, 1913 (St. R. & O. 1913, Nos. 330, 331, 482, 694).

In the self-governing dominions to which the Act extends the power of making orders under this part of the Act lies with the Governor in Council (s. 30 (2)).

His Majesty has power to except any part of his dominions, not being a self-governing dominion, from the operation of an Order except so far as is necessary for preventing any prejudice to rights acquired before the date of the Order (s. 30 (3)).

619. ——. An appeal lies to the Court of Appeal from an order of a judge expunging an entry from the register under sec. 14 of the Copyright Act, 1842 (*In re Jude's Musical Compositions*, [1907] 1 Ch. 651; 76 L. J. Ch. 542).

620. ——. See Private Letters herein.

620. ——. The common-law right of property in unpublished literary or artistic work is infringed by the innocent reproduction of such work (*Mansell* v. *Valley Printing Co.*, [1908] 2 Ch. 441; 77 L. J. Ch. 742). See also *Bowden* v. *Amalgamated Pictorials Ltd.*, [1911] 1 Ch. 386; 80 L. J. Ch. 291, where the unlicensed reproduction of photographs, no copyright in which had been registered, was restrained.

620. ——. After *Exchange Telegraph Co.* v. *Central News*, [1897] 2 Ch. 48, add *Exchange Telegraph Co.* v. *Howard*, 1906, 22 T. L. R. 375.

621. ——. A list of brood mares and their sires, or of stallions with their daughters, is capable of copyright (*Weatherby* v. *International Horse Agency*, [1910] 2 Ch. 297; 79 L. J. Ch. 609).

625. ——. As to what amounts to a "drawing" within the Fine Arts Copyright Act, 1862, see *Millar & Lang* v. *Polak*, [1908] 1 Ch. 433; 77 L. J. Ch. 241.

628. ——. Line 12, *for* "54 Geo. III. 156," *read* "54 Geo. III. 56."

628. ——. The decision in *In re Jude's Musical Compositions*, [1906] 2 Ch. 595, was affirmed in the Court of Appeal; see [1907] 1 Ch. 651; 76 L. J. Ch. 542.

628. ——. As to registration of an assignment to a company not yet formed, see *Millar & Lang* v. *Polak* (*supra*).

630. ——. Perforated music rolls are not within sec. 2 of the Musical (Summary Proceedings) Copyright Act, 1902 (*Mabe* v. *Connor*, [1909] 1 K. B. 515; 78 L. J. Ch. 342).

631. ——. Line 19, *for* "14 & 15 Vict.," *read* "15 & 16 Vict."

631. ——. Importation after registration in pursuance of an order given before registration was held to be an infringement in *Millar & Lang* v. *Polak* (*supra*).

632. ——. To constitute a breach of the provisions of sec. 7 (4) of the Fine Arts Copyright Act, 1862, 25 & 26 Vict. c. 68, the sale or publication need not be fraudulent. The alteration must be a material one, which might affect the credit and reputation of the artist (*Carlton Illustrators* v. *Coleman*, [1911] 1 K. B. 771; 80 L. J. K. B. 510).

632. ——. In order to constitute an infringement of a dramatic piece there must be a similarity in the words. Similarity of stage accessories, make-up, and manner of acting are not sufficient (*Tate* v. *Fullbrook*, [1908] 1 K. B. 821; 77 L. J. K. B. 577).

633. ——. Copyright being a property, an action will lie for infringement without proof of damage (*Weatherby* v. *International Horse Agency*, [1910] 2 Ch. 297; 79 L. J. Ch. 609).

633. ——. In the case of a musical composition first published abroad, the reservation of the right of public performance need not be printed in English on the title-page as is required by sec. 1 of the Copyright (Musical Compositions) Act, 1882, provided the conditions required by the law of the country of origin are complied with. An hotel-keeper who pays the leader of a band to play music does not "wilfully cause or permit" an "unauthorised representation or performance, knowing it to be unauthorised," if the leader of the band plays a musical piece which is the subject of international copyright. Such a performance is not, however, a gratuitous public entertainment, and the leader of the band is liable to an injunction (*Sarpy* v. *Holland*, [1908] 2 Ch. 198; 77 L. J. Ch. 637).

633. ——. Line 11, *for* " 51 & 52 Vict. c. 50," *read* " 51 & 52 Vict. c. 17."

635. ——. Line 13, *for* " 17 Geo. II.," *read* " 17 Geo. III."

639. ——. The provisions of the Orders in Council of November 28, 1887, and March 7, 1898, are extended to the republic of Liberia by Order in Council of December 21, 1908 (St. R. & O. 1908, p. 209), and to the German Protectorates by Order in Council of March 2, 1909 (St. R. & O. 1909, No. 256).

670. Corn Returns.—The returns are now made from 173 towns enumerated in the Order in Council of October 11, 1912 (St. R. & O. 1912, No. 1612).

673. Coroner.—See IRELAND herein.

688. ——. The paragraph headed "*Statement on oath by person charged*" must now be read as qualified by the Criminal Evidence Act, 1898, 61 & 62 Vict. c. 36. See WITNESS, Vol. XIV. p. 689.

690. ——. On the trial of a prisoner for manslaughter his deposition before the coroner is admissible as evidence against him. It may be proved by proof of the coroner's handwriting and of the fact that it was read over to and signed by the accused (*R.* v. *Marriott*, 1911, 22 Cox C. C. 211).

698. ——. As to the fees payable to the jury and a police officer acting as coroner's officer in a case where a number of deaths occur from the same cause, see *R.* v. *Durham County Council*; *Ex parte Graham*, 1912, 106 L.T. 949.

VOLUME IV.

2. Corporation.—Any information may be laid by an individual who is not an attorney duly appointed for the purpose, on behalf of a corporation under the Malicious Damage Act, 1861, even if that individual has not been formally authorised by the corporation to do so (*Duchesne* v. *Finch*, 1912, 107 L.T. 412).

2. ——. The benevolent and annuity funds of the Grand Lodge of Freemasons, which are administered for the relief of distress among Freemasons, or their relatives and dependents, are appropriated to charitable purposes within section 11 of the Customs and Inland Revenue Act, 1885, and are therefore exempt from corporation duty. *Grand Lodge of Freemasons* v. *Commissioners of Inland Revenue*, [1912] S. C. 1064).

2. ——. As to the liability to Corporation duty of a cumulative sinking fund set aside for the redemption of stock issued by a corporation, see *Att.-Gen. v. London Corporation*, [1913] 2 K. B. 497; 82 L. J. K. B. 698.

9. Corpus and Income.—Damages received by a tenant for life, who is not impeachable for waste, from a tenant under an occupation lease for breach of a covenant to repair, are income and not capital (*In re Lacon's Settlement; Lacon* v. *Lacon*, [1911] 2 Ch. 17; 80 L. J. Ch. 610). This case was distinguished in *In re Pyke; Birstingl* v. *Birstingl*, [1912] 1 Ch. 770; 81 L. J. Ch. 495, in which it was held that damages recovered by trustees from a tenant for breach of a covenant to repair were capital and not income.

9. ——. In the case of a timber estate, when it is customary and right to make periodical cuttings of the timber, the proceeds of the timber so cut, less the cost of replanting is "profits," within the meaning of a settlement under which the trustees are to pay the rent and profits to the beneficiary. *In re Trevor-Battye's Settlement; Bull* v. *Trevor-Battye*, [1912] 2 Ch. 339; 81 L. J. Ch. 646).

10. ——. In *In re Coaks; Coaks* v. *Bayley*, [1911] 1 Ch. 171; 80 L. J. Ch. 136, the testator bequeathed mortgage debts to trustees to beneficiaries for life and afterwards to their children. At his death he had entered into possession and was in receipt of the rents and profits, the interest being in arrear. The trustees continued in possession. Warrington J. held that the rents should be applied, first in discharge of the interest due at the testator's death, and subject thereto in payment to the tenants for life of sums not exceeding the interest on the mortgages, and that any excess should be applied as capital.

10. ——. Where a company paid a bonus dividend out of its reserve fund in such a manner that the shareholders were entitled to fully paid new shares in proportion to the number they held, and had the option of taking up the new shares or not, it was held that the shares were capital and not income (*In re Evans; Jones* v. *Evans*, [1913] 1 Ch. 23; 82 L. J. Ch. 12).

10. ——. In *In re Owen; Slater* v. *Owen*, [1912] 1 Ch. 519; 81 L. J. Ch. 337, the testator left a number of unauthorised securities, some of which paid no dividend, some less than 4 per cent., and some more than 4 per cent., on trust for sale or conversion, with power to postpone the conversion. He made no direction as to disposal of the income pending conversion. The tenant for life was held to be entitled to 4 per cent. on the aggregate value of all the unauthorised securities, any overpayments to the tenant for life to be adjusted in subsequent payments. The estate also comprised a leasehold property which the trustees had sublet at a loss of £50 per annum. It was held that in calculating the value of the estate the £50 must be allowed as part of the outgoings.

10. ——. Lord Macnaghten's dictum in *Wentworth* v. *Wentworth*, [1900] A. C. 171, was considered and explained in *In re Oliver; Wilson* v. *Oliver*, [1908] 2 Ch. 76; 77 L. J. Ch. 547. In that case a testator gave real and personal property upon trust for conversion and to pay the income to A. for life, the corpus to be divided between remaindermen. Part of the real estate was property retained unconverted, and A. was held entitled to the rents and profits *in specie*.

11. ——. Compensation money paid to a tenant for life or to the trustees under the Licensing Act, 1904, is capital money. (*In re Bladon; Dando* v. *Porter*, [1911] 2 Ch. 350, affirmed, 28 T. L. R. 57).

11. ——. *In re Hubbuck*, [1896] 1 Ch. 754, was applied in *In re Lewis ; Davies* v. *Harrison*, [1907] 2 Ch. 296 ; 76 L. J. Ch. 539.

11. ——. As to the rule in *Allhusen* v. *Whittell*, 1867, L. R. 4 Eq. 295 ; 36 L. J. Ch. 929, see *In re M'Euen ; M'Euen* v. *Phelps*, [1913] 2 Ch. 704.

12. ——. In *In re Perkins ; Brown* v. *Perkins*, [1907] 2 Ch. 596 ; 77 L. J. Ch. 16 ; and *In re Poyser ; Landon* v. *Poyser*, [1910] 2 Ch. 444 ; 79 L. J. Ch. 748, the following method of apportioning the payment of an annuity between the tenant for life of the residue and the remainderman was adopted. As each instalment became due the amount which with accumulated simple interest from the date of death would have produced the amount of the annuity was charged against corpus and the balance against income.

12. ——. Arrears of a jointure rent-charge may be discharged out of corpus provided the tenant for life agrees that the payment is without prejudice to the ultimate liability of the corpus or income (*In re Duke of Manchester's Settlement*, [1910] 1 Ch. 106 ; 79 L. J. Ch. 48).

15. Correspondence, Contract by.—*North* v. *Percival*, [1898] 2 Ch. 128, was questioned in *Von Hatzfeldt* v. *Alexander*, [1912] 1 Ch. 284 ; 81 L. J. Ch. 184, a case in which it was held that the documents did not constitute a contract which was enforceable by specific performance.

16. Corroboration.—After *In re Meunier*, [1894] 2 Q. B. 415, add a reference to *R.* v. *Tate*, [1908] 2 K. B. 680 ; 77 L. J. K. B. 1043. Non-denial when charged on arrest is not necessarily corroboration of the evidence of an accomplice (*ibid.*).

16. ——. As to corroboration of evidence in divorce suits, see DIVORCE herein.

41. Corrupt Practices.—Any person who, or the directors of any body corporate which, before or during any municipal election, for the purpose of effecting the return of a candidate, makes or publishes any false statement of fact relating to the personal character or conduct of a candidate, is guilty of an illegal practice within the Municipal Elections (Corrupt and Illegal Practices) Act, 1884. A person is not guilty of such an illegal practice if he had reasonable grounds for believing, and did believe, his statement to be true.

The making or publishing of such false statements of fact may be restrained by injunction by the High Court. For the purpose of granting an interim injunction *prima facie* proof of the falsity of the statement is sufficient.

A candidate is not liable nor subject to any incapacity nor is his election avoided, for an illegal practice under the Act committed by his agent, unless he has authorised or consented to it or has paid for the circulation of the false statement, or unless, upon the hearing of an election petition, the Court finds and reports that his election was procured or materially assisted by the making or publishing of such false statements (Municipal Elections (Corrupt and Illegal Practices) Act, 1911, 1 Geo. v. c. 7).

42. Costs.—See also TAXATION, Vol. XIV. p. 1, and herein.

42. ——. A defendant who appears in person and subsequently employs a solicitor, but does not give notice at the Central Office, is not thereby prevented from recovering costs, though the failure to place the solicitor's name on the record is an irregularity (*Mason* v. *Grigg*, [1909] 2 K. B. 341 ; 78 L. J. K. B. 819).

44. ——. As to the application of Order 65, r. 27, to trustees appearing to protect a fund, see *Lowe* v. *Moore*, 1906, 22 T. L. R. 640, cited Vol. XI. p. 96.

45. ——. Where both the claim and a counter-claim are dismissed with costs the following is the proper form of order :—

> " This Court doth order and adjudge that this action do stand dismissed out of this Court, with costs to be paid by the plaintiff to the defendant, and that the counter-claim do stand dismissed out of this Court, with costs to be paid by the defendant to the plaintiff. And it is ordered that it be referred to the Taxing-Master to tax the costs of the defendant of this action and also to tax the costs of the plaintiff of the counter-claim. And the Taxing-Master is to set off the said costs of the plaintiff and defendant and to certify to which of them the balance, after such set-off, is due. And it is ordered that such balance be paid by the party from whom the same shall be certified to be due to the other party " (*James* v. *Jackson*, [1910] 2 Ch. 92 ; 79 L. J. Ch. 418).

46. ——. For circumstances in which the Court will grant a plaintiff costs after the defendants have offered to give an undertaking and pay the costs up to date, see *Wilson* v. *Amalgamated Society of Engineers*, [1911] 2 Ch. 329 ; 80 L. J. Ch. 469.

47. ——. If a person who is wrongly made a defendant takes an active litigant part in support of another party, he is not entitled to his costs (*Butler* v. *Rice*, [1910] 2 Ch. 277 ; 79 L. J. Ch. 652).

47. ——. Where a plaintiff recovers costs against two defendants, one after trial, and one on a motion for judgment, the proper form of order is that " it be referred to the Taxing-Master to tax such costs and to certify how much thereof is properly attributable to the defendants jointly, and to each defendant separately, and that the respective defendants do pay to the plaintiff the amount to be so certified " (*Dansk Rekylriffel Syndikat* v. *Snell*, [1908] 2 Ch. 127 ; 77 L. J. Ch. 352).

48. ——. See also PAYMENT INTO AND OUT OF COURT herein.

49. ——. As to costs in an action of tort against two defendants, either jointly or severally, see *Bullock* v. *London General Omnibus Co.*, [1907] 1 K. B. 264 ; 76 L. J. K. B. 127 ; Vol. VII. pp. 504, 505, 506.

50. ——. As to costs where a party sets up a stamp objection in a case of marine insurance, see *Gensforsikrings Aktieselskabet* v. *Da Costa*, [1911] 1 K. B. 137 ; 80 L. J. K. B. 236.

51. ——. Where in an action for breach of promise of marriage the plaintiff's counsel and the judge invited the jury to award moderate damages, and they awarded £10, the Court of Appeal held that there was no " good cause " for depriving the plaintiff of costs, there being no misconduct in the bringing or the conduct of the action (*Tipping* v. *Jepson*, 1906, 22 T. L. R. 743).

54. ——. In *Slatford* v. *Erlebach*, [1912] 3 K. B. 155 ; 81 L. J. K. B. 14, the plaintiff claimed on a building contract. The defendant pleaded that the work was not satisfactory, and that the claim was barred by the Statute of Limitations. The Official Referee found that the amount claimed by the plaintiff was due to him with the exception of 2s. 3d., but that the claim was barred by the Statute of Limitations. Judgment was entered for the defendant with costs except so far as they had been increased by the defence other than the Statute of Limitations. It was held that the question of the amount due under the contract was an issue, and that the plaintiff was entitled to the costs thereof, the silence of the judgment on the point not amounting to a deprivation of the costs for good cause.

54. ——. Where the plaintiff is successful on all of several issues except one, and the judge makes an order with regard to the one issue, the defendant is entitled to have judgment entered for him on that one issue, and to an order for the costs thereof (*Hoyes* v. *Tate*, [1907] 1 K. B. 656 ; 76 L. J. K. B. 408).

56. ——. In *Sharpe* v. *Haggith*, 1912, 106 L. T. 13, the plaintiff sued for damages for fraudulent misrepresentation in the sale of a business. The stock had been taken over at a value of about £90, and the plaintiff in the statement of claim stated his willingness to give credit to that amount. The defendant denied the allegations as to fraud, and counter-claimed for the value of the stock. The jury found a verdict for £50 for the plaintiff on the claim, and a verdict for the defendant on the counter-claim. The plaintiff was held entitled to the costs of the claim and the defendants to the costs of the counter-claim.

56. ——. In a case where there is a claim and a counter-claim in a County Court, a brief fee may be allowed both in respect of the claim and of the counter-claim, notwithstanding that the maximum fee has been allowed on the claim. In the case of the counter-claim, however, the fee must be apportioned between the counter-claim and the defence (*Fox* v. *Central Silkstone Collieries Ltd.*, [1912] 2 K. B. 597 ; 81 L. J. K. B. 989).

66. ——. Where a husband presents a petition and his wife files an answer making counter-charges, the wife thereby becomes a petitioner, and therefore may move for a writ of attachment in the event of the husband not obeying an order to pay or secure the wife's costs (*Jones* v. *Jones*, [1912] P. 295 ; 82 L. J. P. 16).

67. ——. Where in a husband's petition the jury disagrees and the husband proceeds to have the petition retried, the Court will stay proceedings until he pay the whole of the wife's taxed costs or give security for them, and also for the further costs of the retrial (*Kemp-Welch* v. *Kemp-Welch*, [1910] P. 233 ; 79 L. J. P. 92).

68. ——. A husband may be ordered to give security for his wife's costs on his appeal against an order of a Court of summary jurisdiction under the Summary Jurisdiction (Married Women) Act, 1895, 58 & 59 Vict. c. 39, and proceedings may be stayed until he does so (*L.* v. *L.*, 1911, 55 S. J. 330 ; *Sirrell* v. *Sirrell*, [1911] P. 38 ; 80 L. J. P. 8).

74. ——. Where in a wife's suit for judicial separation there was a change of solicitors and shortly afterwards the parties resumed cohabitation, the Court refused to dismiss the petition at the instance of the respondent until the costs of the first solicitor had been paid or security given therefor (*Jinks* v. *Jinks*, [1911] P. 120; 80 L. J. P. 120).

75. ——. Where the parties in a divorce suit became reconciled before the decree was made absolute, the Court rescinded the decree *nisi* and ordered the co-respondent to pay the costs of the petition as taxed (*Quartermaine* v. *Quartermaine*, [1911] P. 180; 80 L. J. P. 89).

78. ——. The reasonableness of the intervention is not the ground on which the King's Proctor is to be condemned in costs or not. The Court acts on the facts of each case. As a general rule a successful petitioner is entitled to costs as against the King's Proctor (*Westcott* v. *Westcott*, [1908] P. 250; 77 L. J. P. 102). This case was approved and followed in *Higgins* v. *The King's Proctor*, [1910] P. 151; 79 L. J. P. 37, where the Court of Appeal held that the King's Proctor was in the same position as regards costs as any other intervener, and that there was no rule that he should only be condemned in costs where he had acted unreasonably.

A person charged with adultery by the King's Proctor, who intervenes under the Matrimonial Causes Act, 1907, may be ordered to pay the King's Proctor's costs (*Davison* v. *Davison*, [1910] P. 308; 79 L. J. P. 9).

An order for the payment of costs in a matrimonial suit cannot be enforced by an action (*Ivimey* v. *Ivimey*, [1908] 2 K. B. 260; 77 L. J. K. B. 714).

89. ——. In *Catterson* v. *Clark*, 1906, 95 L. T. 42, trustees were allowed their costs notwithstanding the decision in *Carroll* v. *Graham*, [1905] 1 Ch. 478; 74 L. J. Ch. 398. In *In re Barry's Trusts*, [1906] 2 Ch. 358; 75 L. J. Ch. 676, the costs of the trustees were not allowed.

90. ——. The costs of an appeal do not include the costs of copies of documents prepared for and used in the Court below (*Masson* v. *De Fries* (No. 2), [1910] 1 K. B. 535; 79 L. J. K. B. 392).

96. ——. As to depriving a successful defendant of costs on the ground that he has not assisted the plaintiff to determine the party liable, see *Westgate* v. *Crowe*, [1908] 1 K. B. 24; 77 L. J. K. B. 10.

96. ——. Forgetfulness to apply for the items of costs mentioned in Order 53, r. 7, is not good cause within the meaning of the rule. An application for such items cannot be made under a general liberty to apply (*Morley* v. *Bevington*, 1905, 93 L. T. 768; 22 T. L. R. 28).

96. ——. Where a plaintiff fails on a claim for an injunction but succeeds on an alternative claim, he is not entitled to costs on Schedule B if the claim on which he succeeds is inconsistent with that on which he claimed the injunction (*Clinton* v. *Bennett*, [1908] 1 K. B. 109; 77 L. J. K. B. 52).

96. ——. A Registrar of a County Court who is sued in his own Court is the proper person to tax his own bill of costs. He is not debarred by sec. 41 of the County Courts Act, 1888, 51 & 52 Vict. c. 43, from appearing in his own Court, and may recover the same costs as would have been allowed had he employed a solicitor to defend him other than those which are rendered unnecessary by his acting for himself (*Tolputt* v. *Mole*, [1911] 1 K. B. 836; 80 L. J. K. B. 686).

96. ——. *In Bates* v. *Gordon Hotels*, [1913] 1 K. B. 631; 82 L. J. K. B. 441, it was held that, except in cases under the Rivers Pollution Prevention Acts, there was no power to allow the fees of more than one counsel in the County Court. This decision has, however, been overruled by Ord. LIII. r. 8.

96. ——. The concluding part of sec. 118 of the County Courts Act, 1888, does not make taxation a condition precedent to a solicitor's right to sue his client upon a bill of costs, even if the time within which the client may claim taxation has not elapsed (*Bell* v. *Girdlestone*, [1913] 2 K. B. 225; 82 L. J. K. B. 696).

97. ——. A plaintiff started an action in the High Court, and issued a summons under Ord. XIV. on which an order was made that the plaintiff be at liberty to sign judgment for £3 unless the defendant pay that sum within two days, and that the defendant have leave to defend the action as to the residue of the claim; the action was also remitted to the County Court. The defendant paid the £3. At the trial in the County Court the Judge gave judgment for the defendant with costs on Scale B. It was held that under this judgment the defendant was entitled to items relating to proceedings under Ord. XIV. as being costs "not otherwise provided for" under sec. 113 of the County Courts Act, 1888, 51 & 52 Vict. c. 43 (*Mentors Ltd.* v. *Evans*, [1912]; 3 K. B. 174; 81 L. J. K. B. 1111).

97. ——. A County Court judge may deprive a successful defendant of costs if he and the plaintiff have been parties to an arrangement which is contrary to public policy (*Dann* v. *Curzon*, 1910, 104 L. T. 66).

97. ——. The Costs in Criminal Cases Act, 1908, 8 Edw. vii. c. 15, consolidates all the statutory enactments affecting costs in criminal proceedings. As pointed out in Vol. IV. p. 97, there was no power at common law to order the payment of costs in any criminal proceeding. The scope of the previous enactments, which are repealed by the Act of 1908, is also considerably enlarged.

A Court of assize or of quarter sessions before which an indictable offence is prosecuted or tried, a Court of summary jurisdiction by which an indictable offence is dealt with summarily under the Summary Jurisdiction Acts, and any justice or justices before whom a charge not dealt with summarily is made against any person for an indictable offence (referred to in the Act as the examining justices), may direct the payment of the costs of the prosecution or defence, or both, out of the local funds (for definition, see sec. 4, *infra*). The costs consist of such sum as, subject to regulations made by the Secretary of State, appear to the Court a reasonable compensation to the prosecutor for the expenses properly incurred in carrying on the prosecution, and to compensate witnesses properly called for the prosecution or defence or at the instance of the Court for the expense, trouble, or loss of time incurred. Expenses of witnesses as to character at a Court of assize or quarter sessions are not allowed unless the Court so order. The amount payable is to be ascertained by the proper officer of the Court. Where a certificate for legal aid has been given under the Poor Prisoners Defence Act, 1903, 3 Edw. vii. c. 38, the costs which may be directed to be paid shall, subject to regulations, include solicitor's and counsel's fees, the costs of a copy of the depositions, and any other expenses properly incurred (s. 1).

In cases at assizes or quarter sessions the officer of the Court gives to the person entitled an order on the treasurer of the county or borough for the amount (s. 2).

In cases before a Court of summary jurisdiction or before examining justices sums due for travelling or personal expenses incurred in order to give evidence are paid forthwith. In the case of other expenses a certificate is sent to the Court to which the defendant is committed, if he is committed, and in all other cases to the clerk of the peace for the place where the justices act. The Court to which the defendant is committed and, in other cases, quarter sessions make an order on the county or borough treasurer (s. 3). For forms to be used, see Regulations of November 28, 1908 (St. R. & O. 1908, p. 234). Personal expenses are those allowed by 1, 3, 4 and 5 of the Regulations of 1904 (St. R. & O. Rev. 1904, p. 117).

In the case of offences committed or supposed to have been committed in a county borough the costs are payable out of the borough fund or borough rate of the county borough, irrespective of the place where the Court is held. In other cases they are payable out of the county fund of the administrative county in which the offence is committed or is supposed to have been committed. Offences committed within the jurisdiction of the Admiralty of England are deemed to have been committed in the place where the offender is prosecuted or tried, or, if he is tried at the Central Criminal Court, in the county of London. In such cases costs paid out of county or county borough funds are refunded out of moneys provided by Parliament. Orders for costs are payable at sight. County and county borough treasurers or their representatives must attend Courts of assizes and quarter sessions for the purpose of paying orders (s. 4).

The Court before whom any person is convicted of an indictable offence may order the person convicted to pay the whole or part of the taxed costs of the prosecution, including the costs of proceedings before the examining magistrates. Where a prisoner is acquitted on an indictment or information by a private prosecutor for the publication of a defamatory libel, or for an offence against the Corrupt Practices Prevention Act, 1854, 17 & 18 Vict. c. 102, or for a corrupt practice within the meaning of the Corrupt and Illegal Practices Prevention Act, 1883, 46 & 47 Vict. c. 51, or on an indictment for an offence under the Merchandise Marks Acts, 1887 to 1894, or on an indictment presented to a grand jury under the Vexatious Indictments Act, 1859, 22 & 23 Vict. c. 17, in a case where the person acquitted has not been committed to or detained in custody or bound by recognisance to answer the indictment, the Court may order the prosecutor to pay the whole or part of the taxed costs of the defence, including the proceedings before the examining justices.

Where the examining justices dismiss a charge made against any person for an indictable offence (not dealt with summarily) which they consider was not made in good faith, they may order the prosecutor to pay the whole or part of the costs of the defence. If the amount exceeds £25 the prosecutor may appeal to quarter sessions. If, however, the amount is less than £25 the justices may state a case for the opinion of the High Court, and in the event of this refusal may be ordered to do so (*R.* v. *Allen ; Ex parte Hardman*, [1912] 1 K. B. 365 ; 81 L. J. K. B. 258).

An order under this section may be made in addition to an order for payment out of local funds, and, where an order is made on the local funds, the costs are primarily payable thereout. Notice of an order under this section is sent to the county or borough council. Orders under this section are enforced, where costs are primarily paid out of local funds by the county or borough council, and in other cases by the person to whom they are payable in the same manner as an order for payment of costs in civil proceedings in the High Court, or as a civil debt under the Summary Jurisdiction Acts, or out of money found on a convicted person when arrested, if the Court so orders (s. 6).

Where a person is committed for trial but not tried, the Court has the same powers as to costs as if he had been tried and acquitted (s. 7).

The Act does not affect any enactment which provides for the payment of costs of an indictable offence out of any assets, money, or fund other than local funds, or by any person other than the prosecutor or defendant.

"Indictable offence" includes offences punishable on summary conviction which, under the Summary Jurisdiction Acts, are deemed as respects the person charged to be indictable offences.

"Prosecutor" includes a person at whose instance the Court considers the prosecution has been instituted, or under whose conduct the prosecution is at any time carried on.

A "person committed for trial" includes a person whom a prosecutor is bound over to prosecute under the Vexatious Indictments Act, 1859, 22 & 23 Vict. c. 17.

The Act does not apply to offences in relation to the non-repair or obstruction of any highway, public bridge, or navigable river. In such cases costs may be allowed as in civil proceedings.

The Act applies to a person committed as an incorrigible rogue under the Vagrancy Act, 1824, 5 Geo. IV. c. 83, as if he had been committed for trial for an indictable offence, and in the case of an appeal under that Act as if the hearing of the appeal by quarter sessions were the trial of an indictable offence.

The Act does not apply to cases stated under Crown Cases Act, 1848, 11 & 12 Vict. c. 78. (See CRIMINAL APPEAL herein.)

A reference to the payment of costs under the Act is substituted for a reference to the payment of expenses in any previous enactment (s. 9).

The Act came into operation on January 1, 1909. It does not apply to Scotland or Ireland.

107. Counterpart.—The counterpart of a lease can be referred to to explain a patent ambiguity in the lease (*Matthews* v. *Smallwood*, [1910] 1 Ch. 777; 79 L. J. Ch. 322).

111. County Borough.—*Durham County Council* v. *West Hartlepool Borough Council*, [1905] 2 K. B. 340, was affirmed, see [1906] 2 K. B. 186; 75 L. J. K. B. 803.

113. County Council.—Every county council must establish a public health and housing committee (see Housing and Town Planning, etc., Act, 1909, 9 Edw. VII. c. 44, s. 71), and may also promote the formation and extension of, and assist co-operative societies for the erection or improvement of, working-class dwellings (*ibid.*, s. 72).

114. ——. Women may now be elected county councillors (Qualification of Women (County and Borough Council) Act, 1907, 7 Edw. VII. c. 33; see Vol. XIV. p. 826).

114. ——. A woman may now be elected as a county councillor in Ireland, but if she is the chairman of the council, she is not by virtue of the office a justice of the peace (Local Authorities (Ireland) (Qualification of Women) Act, 1911, 1 & 2 Geo. v. c. 35).

115. County Courts.—See also NON SUIT.

115. ——. See the COUNTY COURT RULES, 1911, St. R. & O. 1911, No. 342, 1912, St. R. & O. 1912, No. 1198 and 1913 (St. R. & O. 1913, No. 381).

117. ——. Line 7 from foot, *delete* the second "can."

117. ——. A County Court judge has no power to appoint any person (*e.g.* the registrar of the Court) who is not a barrister of seven years' standing as his deputy to hear an action in which the claim exceeds £2. The consent of the parties does not remedy the defect (*M'Inally* v. *Blackledge*, [1911] 2 K. B. 432 ; 80 L. J. K. B. 882).

119. ——. Where a jury in a County Court return a verdict for an amount greater than the County Court has jurisdiction to award, the judge may reduce it to the amount over which the Court has jurisdiction (*Cresswell* v. *Jones*, 1912, 106 L. T. 797).

120. ——. If an action of contract is remitted to the County Court under sec. 65 of the County Courts Act, 1888, 51 & 52 Vict. c. 43, and in the County Court the plaintiff add a claim in respect of tort by way of amendment, the County Court Judge has power to entertain the case, but has a discretion under Ord. XIV. r. 12 to disallow the amendment (*Spring* v. *Fernandez*, [1912] 1 K. B. 294 ; 81 L. J. K. B. 201).

120. ——. When an order has been made in the High Court under sec. 65 of the County Courts Act, 1888, remitting an action to the County Court, and the writ and order have been lodged in the County Court in conformity with Ord. 33 r. 1, the High Court has no power to entertain any application in respect of the action (*Buckley* v. *National Electric Theatres*, [1913] 2 K. B. 277 ; 82 L. J. K. B. 739).

120. ——. A County Court judge has no jurisdiction to order the cancellation of an agreement for a lease where the value of the freehold exceeds £500, even though the value of the interest in question is less than £500. "Value of the property" in sec. 67 of the County Courts Act, 1888, 51 & 52 Vict. c. 43, means value of the freehold (*Angel* v. *Jay*, [1911] 1 K. B. 666 ; 80 L. J. K. B. 458).

122. ——. Under sec. 89 of the Judicature Act, 1873, a County Court judge has power to appoint a receiver of equitable property by way of equitable execution (*R.* v. *Selfe*, [1908] 2 K. B. 121 ; 77 L. J. K. B. 697).

123. ——. The test which should be applied in deciding whether an action should be removed from the County Court into the High Court under sec. 126 of the County Courts Act, 1888, is whether the action is more fit to be tried in the High Court than in the County Court, and the *onus* is on the party applying for the removal to satisfy the Court that this is so. Actions depending on difficult questions of law should be tried in the High Court, but other considerations affect the question, *e.g.* the poverty of the plaintiff. In such a case the order for removal should protect the plaintiff from excessive costs (*Donkin* v. *Pearson*, [1911] 2 K. B. 412; 80 L. J. K.B. 1069).

123. ——. The Court has power, under sec. 126 of the County Courts Act, 1888, to order the removal from the County Court to the High Court of a case which was started in the High Court, and has already been transferred to the County Court (*General Estates Co.* v. *Beaver*, [1912] 2 K. B. 398; 81 L. J. K. B. 761). In this case it was discovered after the case had been transferred to the County Court that that Court had no jurisdiction to try it.

123. ——. Under sec. 126 of the County Courts Act, 1888, the Court has an absolute discretion, having regard to all the circumstances of the case, to order the transfer of a case from the County Court to the High Court, if it thinks it is desirable to do so. The section is not confined to cases which are more fit to be tried in the High Court than in the County Court (*Challis* v. *Watson*, [1913] 1 K. B. 547; 82 L. J. K. B. 529).

123. ——. Where an action is removed from the County Court to the High Court by *certiorari*, whether by consent or not, the plaintiff may elect whether to proceed with the action or not (*Harrison* v. *Bull*, [1912] 1 K. B. 612; 81 L. J. K. B. 656).

124. ——. No appeal lies from an order by the registrar requiring the plaintiff to deposit money in Court, where the defendant resides or carries on business more than twenty miles from the Court, under Order XII. r. 9 (*Porter* v. *London and Manchester Insurance Co.*, [1909] 2 K. B. 30; 78 L. J. K. B. 673).

125. ——. Line 26, *for* " of," *read* " or."

125. ——. The Public Authorities Protection Act, 1893, is a statute of limitations within Order X. r. 14, and therefore notice by the defendant that the plaintiff's claim is barred by a statute of limitations is sufficient to allow the defendant to rely on the Act (*Gregory* v. *Torquay Corporation*, [1912] 1 K. B. 442; 81 L. J. K. B. 385).

125. ——. Under Order X. r. 22 a defendant cannot join a party against whom he has only an alternative cause of action (*Times Cold Storage Co.* v. *Lowther*, [1911] 2 K. B. 100; 80 L. J. K. B. 901).

125. ——. Where a defendant pays money into Court, but pays nothing in respect of costs, and the plaintiff recovers only the amount paid in, the judge has power under sec. 13 of the Act of 1888, and Order IX. r. 4, to give the plaintiff the costs up to the time of payment in, and the defendant the costs after that time (*Sykes* v. *Wesleyan and General Assurance Society*, 1907, 76 L. J. K. B. 626).

126. ——. As to what is a right relating to land under Order XXII. r. 3, so as to entitle a party to trial by a jury, see *R.* v. *Surrey County Court Judge*, [1909] 2 K. B. 410; 79 L. J. K. B. 802.

127. ——. If the defendant calls evidence, the plaintiff has an absolute right of general reply (*Clack* v. *Clack*, [1906] 1 K. B. 483; 75 L. J. K. B. 274).

127. ——. A County Court judge cannot award a party a fixed sum for costs. The power given by sec. 113 of the County Courts Act, 1888, to apportion costs only applies to costs taxed under sec. 118 (*Golding* v. *Smith*, [1910] 1 K. B. 462 ; 79 L. J. K. B. 375).

128. ——. Under Order LIX. r. 14, a County Court judge may, when granting an application that an appeal should operate as a stay of proceedings, order the amount of the debt to be deposited in Court, and also that security for costs be given (*Grimshaw* v. *Parker*, [1910] 2 K. B. 161 ; 79 L. J. K. B. 780).

128. ——. *Murtagh* v. *Barry*, 24 Q. B. D. 632, was approved and followed in *Dean* v. *Brown*, [1909] 2 K. B. 573 ; 78 L. J. K. B. 840 ; [1910] A. C. 373 ; 79 L. J. K. B. 690.

128. ——. Under sec. 93 of the County Courts Act, 1888, a County Court Judge has power to order a new trial of a matter decided by the registrar of the Court under the power given by sec. 92 of the Act (*Rosin* v. *Rank*, [1912] 2 K. B. 228 ; 81 L. J. K. B. 854).

134. ——. Line 34, *for* "1871," *read* "1881." The Alkali Works Regulation Acts, 1881 and 1892, are repealed by the Act of 1906, see Vol. I. p. 307.

For Allotments and Cottage Gardens Compensation for Crops Act, 1887, and the Allotments Extension Act, 1882, see now article ALLOTMENTS herein.

138. ——. Line 32, *for* "WORKMAN," *read* "WORKMEN."

139. ——. Line 7, *for* "Acts," *read* "Act."

152. County Rate.—A parish council appealing against a county rate must appeal to the next quarter sessions after the cause of appeal arises, and not the next sessions after they become aware of their right to appeal. On such an appeal quarter sessions cannot order that an alteration of the basis shall act retrospectively (*Yorkshire* (*West Riding*) *C. C.* v. *Middleton Parish Council*, [1906] 2 K. B. 157 ; 75 L. J. K. B. 485). See further as to the time for giving notice of appeal *Glamorgan County Council* v. *Barry Overseers*, [1912] 2 K. B. 603 ; 81 L. J. K. B. 836.

167. Courts-Martial.—The procedure of naval courts-martial is altered by Order in Council, No. 867 of 1907 (St. R. & O. 1907, p. 744).

170. Covenants in Leases.—Where a lease contains a provision that the tenant may terminate it during the term on giving notice and performing the covenants of the lease, the observance of these conditions is a condition precedent to the determination of the lease. It is not sufficient if the covenants are performed after the determination of the lease (*Stait* v. *Fenner*, [1912] 2 Ch. 504 ; 81 L. J. Ch. 710 ; following *Grey* v. *Friar*, 1854, 4 H. L. C. 565).

172. ——. Where a landlord lets a house with a covenant for quiet enjoyment he is liable in damages to the tenant if the house is injured owing to subsidence caused by the working of coal under the house under a lease to which the landlord is a party (*Markham* v. *Paget*, [1908] 1 Ch. 697 ; 77 L. J. Ch. 451).

175. ——. A covenant by a lessor not to build beyond a certain line on land adjoining that demised runs with the land (*Ricketts* v. *Enfield Corporation*, [1909] 1 Ch. 544; 78 L. J. Ch. 294).

176. ——. In a lease of minerals granted by an owner who is not the owner of the surface, a covenant with the lessor and, as separate covenants, with the owners or owner, occupiers or occupier for the time being of the surface to pay the lessor or other the covenantees or covenantee compensation for damage occasioned by working, is a covenant which runs with the land, as being one which affects its nature and value. A devisee or a successor in title of one who was a surface owner at the date of the lease is entitled to the benefit of such a covenant by virtue of sec. 5 of the Real Property Act, 1845, 8 & 9 Vict. c. 10, and of sec. 58, subsec. 1, of the Conveyancing and Law of Property Act, 1881, 44 & 45 Vict. c. 41 (*Dyson* v. *Forster*, [1909] A. C. 98; 78 L. J. K. B. 246).

177. ——. By sec. 2 of the Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, sec. 10 of the Conveyancing Act, 1881, applies to the benefit of conditions of re-entry or forfeiture for breach of a covenant or condition contained in a lease, in a case where the condition of re-entry or forfeiture has become enforceable before the person entitled to the income became entitled, provided he became so entitled before January 1, 1912. The section does not render enforceable a condition which has been waived or released before the person became so entitled.

177. ——. The decision in *Dewar* v. *Goodman*, 23 T. L. R. 225, was affirmed in the House of Lords, see [1909] A. C. 72; 78 L. J. K. B. 209.

178. ——. As to notice of restrictive covenants, see NOTICE (EQUITABLE DOCTRINE OF) herein.

179. ——. Sec. 3 of the Conveyancing and Law of Property Act, 1892, 55 & 56 Vict. c. 13, which forbids the levying of a fine on assignment in cases where the lease contains a covenant against assigning without the landlord's consent, applies to leases executed before as well as after the passing of the Act (*West* v. *Gwynne*, [1911] 2 Ch. 1; 80 L. J. Ch. 578).

179. ——. A limited company may be a "respectable and responsible person" within the meaning of a covenant not to assign without consent (*Willmott* v. *London Road Car Co. Ltd.*, [1910] 2 Ch. 525; 80 L. J. Ch. 1). Where a lessee had covenanted not to assign without the licence of the lessor, such licence not to be unreasonably withheld, a condition attached to a licence to assign to the lessee's wife that he should pay the rent and perform the covenants was held unreasonable. The lessee, however, was held not to be entitled to costs (*Evans* v. *Levy*, [1910] 1 Ch. 452; 79 L. J. Ch. 383). See further Vol. VII. p. 692.

179. ——. An agreement for a lease contained a provision that the lessor should not withhold his assent to an assignment or sub-lease except for "exceptionally strong and good reasons." It did not provide specifically for the consent of the lessor. It was held that there was no implied covenant that the lessor should only assign or sub-let with the lessor's consent (*De Soysa* v. *De Pless Pol*, [1912] A. C. 194; 81 L. J. P. C. 126).

180. ——. *Doe* v. *Bevan*, 1815, 3 M. & S. 353, was followed *In re Birkbeck Permanent Benefit Building Society; Official Receiver* v. *Licences Insurance Corporation*, [1913] 2 Ch. 34; 82 L. J. Ch. 386, in which case a mortgage was insured under a policy which contained a condition that if the interest of the insured should pass from the insured otherwise than by will or operation of law, the policy should cease to be in force unless notice of the assignment were given to the insurers. The Official Receiver assigned the policy in the ordinary course of his business, and it was held that such an assignment was by " operation of law."

181. ——. In *Wilkes* v. *Spooner*, [1911] 2 K. B. 473; 80 L. J. K. B. 1107, it was held that a landlord who had accepted a surrender of premises from a tenant who had entered into a restrictive covenant as to the user of the premises, but who had no notice of the covenant, could grant a lease of the premises to a new tenant freed from the covenant, although the new tenant had notice of the covenant.

182. ——. Where the lessee of a public-house covenants to buy only from the landlord, there is an implied term that the landlord shall be ready and willing to supply the tenant at fair and reasonable prices (*Courage* v. *Carpenter*, [1910] 1 Ch. 262; 79 L. J. Ch. 184).

182. ——. Where in a lease of one of six shops built in one block the tenant covenanted only to use the shop for the carrying on of one particular trade, and the landlord covenanted not to let any of the adjoining shops for the purpose of the same trade, and the landlord subsequently let a shop next but one to the tenants' shop to another tenant for the purpose of carrying on that trade, he was held to have broken the covenant, and to be liable in damages (*Cave* v. *Husell*, [1912] 3 K. B. 533; 81 L. J. K. B. 981).

183. ——. Exhibiting a notice in an inn that only guests staying in the house will be served with refreshments on Sundays, and that no one will be served with alcoholic liquor more than once in any morning, afternoon, or evening on weekdays, is a breach of a covenant to keep the house open in due and proper course of business as an inn, tavern, or licensed victualling house during the greatest number of days and during the greatest number of hours allowed by law, and not to do anything whereby the trade or business or goodwill of the house may be, or be liable to be, prejudicially affected (*Dartford Brewery Co.* v. *Till*, 1907, 95 L. T. 636; 70 J. P. 519).

183. ——. A covenant to conduct licensed premises in a regular and proper manner, and not to jeopardise the licence, and not to commit any offence against the licensing laws, is broken if the renewal of the license is refused owing to an under-tenant having been convicted of permitting drunkenness on the premises (*Palethorpe* v. *Home Brewery*, [1906] 2 K. B. 5; 75 L. J. K. B. 555).

186. Creditors' Deeds.—The Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, makes considerable alterations in the laws as to deeds of arrangement.

By sec. 28 such a deed is void unless before or within twenty-one days after registration, or within any extension granted by the High Court or the Court having bankruptcy jurisdiction in the district in which the debtor resided or carried on business at the date of the execution of the deed, it has received the assent of the majority in number and value of the creditors (subsec. (1)). The list of creditors annexed to the affidavit of the debtor is *prima facie* evidence of the names of the creditors and the amount of their claims (subsec. (2)). For the purposes of subsec. (1) the assent of a creditor can only be established by his executing the deed or sending to the trustee his assent in writing attested by a witness (subsec. (3)). At the time of the registration of a deed, or, if the deed is assented to after registration, within twenty-eight days after registration, or within any extension, the trustee must file with the Registrar of Bills of Sale a statutory declaration that the requisite majority of creditors have assented to the deed. Such a declaration is conclusive evidence in favour of a purchaser for value, and *prima facie* evidence in other cases, of the fact declared (subsec. (4)). In calculating the majority of creditors for the purposes of secs. 28 and 29, a creditor holding security upon the property of the debtor is reckoned as a creditor only in respect of any balance due after deducting the value of such security. Creditors whose debts amount to sums not exceeding £10 are reckoned in the majority in value, but not in the majority in number (subsec. (5)).

Within seven days from the filing of the statutory declaration certifying the assent of the creditors, the trustee must give security in the prescribed manner to the Registrar of the Court having jurisdiction where the debtor resided or carried on business at the date of the execution of the deed, or to the senior Registrar of the High Court, as the case may be, in a sum equal to the estimated assets available for distribution among the unsecured creditors, as shown by the affidavit filed on registration, to administer the deed properly and account for the assets, unless a majority in number and value of the creditors by resolution at a meeting convened by notice to all the creditors, or by writing addressed to the trustee, dispense with his giving such security. Where this dispensation is given, the trustee must file with the Registrar of the bills of sale a statutory declaration to that effect, which is conclusive in favour of a purchaser for value and *prima facie* evidence in other cases, of the facts declared (s. 29 (1)). If a trustee does not comply with this section, the Court may, on the application of a creditor, and after hearing such persons as it may think fit, declare the deed void, or appoint another trustee (s. 29 (2)). A certificate signed by the Registrar to whom it was given and filed with the Registrar of Bills of Sale, that the necessary security has been given, is conclusive evidence of that fact (s. 29 (2)). Moneys received by a trustee under a deed must be banked by him, in the name of the debtor's estate (s. 29 (4)).

If a trustee acts after he knows that the deed is void by reason of non-compliance with any of the requirements of the Deeds of Arrangement Act, 1887, or of the Bankruptcy and Deeds of Arrangement Act, 1913, or after he has failed to give security as provided by the Act of 1913, he is liable on summary conviction to a fine not exceeding £5 for every day between the date on which the deed became void or the expiration of the time within which security should have been given and the last day on which he is proved to have acted as trustee, unless he satisfies the Court that his action was due to inadvertence, or was confined to taking necessary steps for the protection of the estate (s. 30).

If a trustee serves in the prescribed manner on a creditor notice in writing of the execution of the deed, and of the filing of the certificate of the creditors' assents, with an intimation that the creditors will not, after the expiration of one month from the service of the notice, be entitled to present a bankruptcy petition founded on the execution of the deed, or on any other act committed by him in the course or for the purpose of proceedings preliminary to the execution of the deed, as an act of bankruptcy, the creditor, after the expiration of that period, is not entitled to present a petition founded on the execution of the deed, or on any act committed by the debtor, unless the deed has become void (s. 31 (1)). If a deed becomes void by virtue of the Deeds of Arrangement Act, 1883, or the Bankruptcy and Deeds of Arrangement Act, 1913, the fact that a creditor has assented to the deed does not disentitle him to present a petition founded on the execution of the deed (s. 31 (2)).

In the case of the administration of the estate of a debtor who has executed a deed, or within twelve months from the date when the final accounts of the estate were rendered, if application in writing is made to the Board of Trade by a majority in number and value of the creditors who have assented to the deed for an official audit of the trustee's accounts, the Board may cause the accounts to be audited and all the provisions of the Bankruptcy Act, 1883, relating to the auditing of the accounts of a trustee in bankruptcy, apply with the necessary modifications. The Board has power on the audit to require the production of a certificate of the taxed costs of any solicitor whose costs have been paid or charged by the trustee, and to disallow costs in respect of which no certificate is produced. The Board has power to decide how, and by what parties, the costs, charges, and expenses of, and incidental to, the audit, including any prescribed fees, are to be borne, whether by the applicants, by the trustee, or out of the estate. The Board may require the applicants to give security for the costs before ordering an audit (s. 32 (1)). At the expiration of six months from the registration of the deed, and at the expiration of every subsequent six months until the estate is finally wound up, the trustee must send to every assenting creditor a statement in the prescribed form of the trustee's accounts, and of the proceedings down to the date of the settlement. In his affidavit verifying his accounts transmitted to the Board of Trade, the trustee must state whether he has sent such statement, giving dates. If the trustee does not comply with any of the provisions of this subsec., the High Court may exercise, on the application of the Board of Trade, the power conferred on the Court by sec. 102 (5) of the Bankruptcy Act, 1883 (s. 32 (2)). After the expiration of two years from the registration of a deed, the Court may, on the application of the Trustee or a creditor or the debtor, order that all moneys representing the income, dividends, and undistributed funds in the hands of the trustee or under his control, be paid into Court (s. 32 (3)).

A trustee under a deed who fails to transmit his accounts, as required by sec. 25 (2) (*b*) of the Bankruptcy Act, 1890, as amended by the Bankruptcy and Deeds of Arrangement Act, 1913, is liable on summary conviction to a fine not exceeding £5 for each day during which the default continues, without prejudice to the exercise of the powers con-conferred on the High Court by sec. 25 (2) (*b*) of the Bankruptcy Act, 1890 (s. 33).

If a trustee under a deed pays to any creditor a sum larger in proportion than that paid to other creditors, he is guilty of a misdemeanour unless the deed authorises him to do so, or unless the payments are either made to a creditor entitled to enforce his claim by distress, or would be lawful in a bankruptcy (s. 34).

Applications by the trustee under a deed or by the debtor, or by a creditor entitled to the benefit of a deed for the enforcement of the trusts or the determination of questions under it, are to be made to the Court having jurisdiction in the district in which the debtor resided or carried on business at the date of the registration of the deed, or if he then resided or carried on business in the London bankruptcy district to the High Court. Questions whether a person claiming to be a creditor entitled to the benefit of a deed may be decided either by the Court having jurisdiction or by the High Court, subject to rules made under the Deeds of Arrangement Act, 1887 (s. 35).

In the case of a deed of arrangement the power to appoint new trustees under sec. 25 of the Trustee Act, 1893, may be exercised by the High Court or by the Court having bankruptcy jurisdiction in the debtor's district (s. 36).

The Deeds of Arrangement Act, 1887, is extended to instruments of the class mentioned in sec. 4 of that Act, made after April 1, 1914, by, for, or in respect of, the affairs of a debtor who was insolvent at the date of the execution of the instrument, for the benefit of three or more creditors, as if such instruments had been made by, for, or in respect of, the affairs of the debtor for the benefit of his creditors generally. Unless such an instrument is in fact for the benefit of creditors generally, it is not deemed to be a deed of arrangement within the meaning of the provisions of the Act of 1913, set out above, other than those imposing penalties on trustees for failing to transmit accounts. For the purpose of this sec. any two or more joint creditors are treated as a single creditor (s. 37).

Where a deed of arrangement is void by reason of the requisite majority of creditors not having assented, or, in the case of a deed for the benefit of three or more creditors, by reason that the debtor was insolvent at the date of the execution of the deed, and that the deed was not registered as required, but is not void for any other reason, and a receiving order is made against the debtor on a petition presented more than three months from the execution of the deed, the trustee under the deed is not liable to account to the trustee in bankruptcy for dealings with or payments out of the debtor's property which would have been proper if the deed had been valid, provided he proves that at the time of the dealings or payments he did not know, or had no reason to suspect, that the deed was void (s. 38).

When a deed is void by reason of anything contained in the Act of 1913, the trustee, as soon as practicable after becoming aware of the fact, must give notice in writing to all creditors whose names and addresses he knows, and must file a copy of the notice with the Registrar of Bills of Sale. The penalty for failing to do so is a fine not exceeding £20 on summary conviction (s. 39).

Where a deed of arrangement is avoided owing to the bankruptcy of the debtor, expenses properly incurred by the trustee under the deed are to be allowed or paid to him by the trustee in bankruptcy as a first charge on the estate (s. 40).

189. ——. A deed of arrangement for the benefit of certain creditors as opposed to creditors generally need not be registered under the Deeds of Arrangement Act, 1887 (*In re Saumarez; Ex parte Salaman*, [1907] 2 K. B. 170; 76 L. J. K. B. 828).

189. ——. The solicitor to one of the parties to a deed of arrangement is precluded from taking the affidavits required for its registration. If he does so the registration is void and the deed is not binding (*In re Bagley*, [1911] 1 K. B. 317; 80 L. J. K. B. 168).

190. ——. Line 15, *for* "1897," *read* "1879."

190. ——. A creditor attended a meeting of the debtor's creditors, and, having refused to have anything to do with a deed of assignment, left the meeting. After he had left the deed was executed. Next day he received an order from the trustee of the estate as such. He sent an invoice stating the goods were ready awaiting remittance. The trustee sent a cheque, and on the same day the creditor received notice of the execution of the deed. After receiving the notice he despatched the goods. It was held that the creditor could still rely on the deed as an act of bankruptcy (*In re Crow; Ex parte Collier*, 1907, 97 L. T. 140; 14 Mans. 279).

190. ——. A creditor who, though not bound by an assignment, has so acted as to be unable to rely on the deed as an act of bankruptcy, may present a petition founded on some other act of bankruptcy (*In re Mills*, [1906] 1 K. B. 389; 75 L. J. K. B. 247).

191. ——. As to the liability of a trustee under a deed of assignment who allows the debtor to have access to and so dispose of the assets comprised in the deed of assignment, see *in re Prigoshen; Ex parte Official Receiver*, [1912] 2 K. B. 494; 81 L. J. K. B. 1199, cited *sub. tit.* BANKRUPTCY herein.

222. Crew.—*The Scarsdale*, [1906] P. 103, was affirmed in the House of Lords, see [1907] A. C. 373; 76 L. J. P. 147.

222. ——. A ship's steward signed an agreement under secs. 113 and 114 of the Merchant Shipping Act, 1894, under which he was entitled to a fixed sum per month as wages. He was also allowed a commission on the profits of a bar, of which he had charge. By a mutual arrangement it was verbally agreed that this commission should be given up, and that he should receive a fixed payment of £5 per month. In an action by the steward to recover arrears of this extra payment, the jury found that the £5 per month was due under contract. On this finding a Divisional Court held that, as the extra money was part of the steward's wages, he could not recover as it did not appear in the agreement which he had signed (*Thomson* v. *Nelson, Ltd.*, [1913] 2 K. B. 523; 82 L. J. K. B. 657).

224. ——. New Scales of Medicines, Medical Stores and Instruments for merchant vessels under sec. 200 of the Merchant Shipping Act, 1894, are prescribed by St. R. & O. 1912, No. 177.

226. ——. The neglect of duty referred to in sec. 220 of the Merchant Shipping Act, 1894, is the neglect to perform a duty, not any negligence in the performance of the duty (*Deacon* v. *Evans*, [1911] 1 K. B. 571; 80 L. J. K. B. 385).

226. ——. An agreement varying the penalties fixed by sec. 221 of the Merchant Shipping Act, 1894, for absence without leave is invalid under sec. 114 (3) (*Mercantile S. S. Co.* v. *Hall*, [1909] 2 K. B. 423; 78 L. J. K. B. 812).

227. ——. Seamen are not bound to serve in a vessel carrying contraband cargo to a belligerent port (*Sibery* v. *Connelly*, 1907, 96 L. T. 140. 10 Asp. 330). If imprisoned for refusing to so serve they are entitled to damages (*Palace Shipping Co.* v. *Caine*, [1907] A. C. 386; 76 L. J. K. B. 1079).

229. **Criminal Appeal.**—The Criminal Appeal Act, 1907, 7 Edw. VII. c. 23, established the Court of Criminal Appeal. The Act does not apply to Scotland or Ireland (s. 23).

Constitution of Court.—All the judges of the King's Bench Division are judges of the Court of Criminal Appeal. The Lord Chief Justice, or in his absence the senior member of the Court, is president. The Court must consist of not less than three members, and there must be an uneven number of judges. The decision of the majority of the judges is the decision of the Court. The judgment of the Court is pronounced by the president, or such other member of the Court as he directs. Separate judgments are only pronounced where the question before the Court is one of law, and the Court considers that it is more convenient to deliver separate judgments. The Court may sit in as many divisions as the Lord Chief Justice may direct. It always sits in London unless the Lord Chief Justice directs that it should sit elsewhere. If necessary, it sits in vacation. There is no appeal unless the Director of Public Prosecutions, or the prosecutor, or the defendant, obtains a certificate from the Attorney-General that the decision of the Court of Criminal Appeal involves a point of law of exceptional public importance. In such a case an appeal lies to the House of Lords (see *infra*). The Court is a superior Court of Record. The Master of the Crown Office is registrar of the Court, and there is power to appoint an assistant registrar (s. 1, and Criminal Appeal (Amendment) Act, 1908, 8 Edw. VII. c. 46).

Convictions to which the Act applies.—The Act applies to all convictions on indictment (s. 3), and also to convictions on criminal informations and coroners' inquisitions, and also in cases of persons dealt with by quarter sessions as incorrigible rogues under the Vagrancy Act, 1824, 5 Geo. IV. c. 83. It does not apply to convictions on indictments or inquisitions charging peers, or persons claiming the privilege of peerage, with any offence not lawfully triable by a Court of assize (s. 20 (2)). A prisoner who has been ordered to be detained as a criminal lunatic after a special verdict under sec. 2 of the Trial of Lunatics Act, 1883, has been "convicted" within the meaning of sec. 3 of the Criminal Appeal Act, 1907, and may appeal against his conviction (*R.* v. *Ireland*, [1910] 1 K. B. 654; 79 L. J. K. B. 338), but not against that part of the verdict declaring him to be insane (*R.* v. *Machardy*, [1911] 2 K. B. 1144; 80 L. J. K. B. 1215). A person who is found by the jury to be insane and unfit to plead cannot appeal to the Court of Criminal Appeal (*R.* v. *Larkin*, 1911, 105 L. T. 384).

Appeals from convictions on indictment at common law in relation to the non-repair or obstruction of highways, public bridges, and navigable rivers are now in all respects dealt with as though the conviction were a verdict in a civil action tried at assizes (s. 20 (3)).

Cases may still be reserved under the Crown Cases Act, 1848, 11 & 12 Vict. c. 78, secs. 3 and 5 of which only are repealed, but the jurisdiction and authority under that Act is vested in the Court of Criminal Appeal. In appeals which involve only questions of law the Court may order the procedure under the Crown Cases Act as to the statement of a case to be followed (s. 20 (4)).

Writs of error and motions for new trials in criminal cases are abolished (s. 20 (1)).

Right of Appeal.—Appeals may be (*a*) against conviction, or (*b*) against sentence.

(a) *Against Conviction.*—A person may appeal without leave on any ground which involves a question of law only. He may also appeal with the leave of the Court of Criminal Appeal, or upon the certificate of the judge who tried him, that it is a fit case for appeal on any ground which involves a question of fact only, or a question of mixed law and fact, or any other ground which appears to the Court to be a sufficient ground of appeal.

(b) *Against Sentence.*—The leave of the Court of Appeal is necessary. No appeal lies if the sentence is one fixed by law (s. 3). Leave is not necessary where a person is convicted of being a habitual criminal under the Prevention of Crimes Act, 1908, 8 Edw. vii. c. 59 (see sec. 11 of that Act); and if a prisoner appeals against such a sentence the Court will allow him to appeal also against a sentence of penal servitude (*R.* v. *Smith*, [1910] 1 K. B. 17; 79 L. J. K. B. 1).

No appeal lies from the ruling of the judge at the trial allowing a witness to be treated as hostile (*R.* v. *Williams*, 1913, 77 J. P. 240; 29 T. L. R. 188).

Powers of the Court.—The Court allows an appeal against conviction if the verdict of the jury is unreasonable, or cannot be supported by the evidence, or if the judgment of the Court below is wrong on a question of law, or if, on any other ground, a miscarriage of justice has taken place (*e.g.* where the judge has omitted to warn the jury not to convict on the uncorroborated evidence of an accomplice (*R.* v. *Tate*, [1908] 2 K. B. 680; 77 L. J. K. B. 1043). The Court has power, even if it is of opinion that the point raised by the appeal might be decided in the appellant's favour, to dismiss the appeal if it considers that no substantial miscarriage of justice has taken place (s. 4 (1)). See *R.* v. *Dyson*, [1908] 2 K. B. 454; 77 L. J. K. B. 813. A mere omission or mis-statement in a summing-up does not in itself amount to a misdirection, but if the omission or mis-statement is of such nature as to probably mislead the jury, there is a miscarriage of justice within sec. 4 of the Criminal Appeal Act, 1907 (*R.* v. *Wann*, 1912, 107 L. T. 462). But this section does not empower the Court to uphold a conviction in a case where the Court had no jurisdiction to try the case, *e.g.* where the necessary consent of the Attorney-General has not been obtained (*R.* v. *Bates*, [1911] 1 K. B. 964; 80 L. J. K. B. 507). Nor will the Court exercise its powers, under sec. 4, where a count against one person has been improperly joined with a count against the same person together with another person under sec. 5 of the Larceny Act, 1861 (*R.* v. *Edwards*, [1913] 1 K. B. 287; 82 L. J. K. B. 347).

Subject to special provisions mentioned below, where the Court allows an appeal against a conviction, it must quash the conviction, and direct a judgment and verdict of acquittal to be entered in the Court of trial (s. 4 (2), r. 35). On an appeal against sentence the Court of Appeal can quash the sentence and pass such other sentence warranted in law by the verdict, whether more or less severe, as it thinks ought to have been passed (s. 4 (3)), even if the prisoner has pleaded guilty (*R.* v. *Ettridge*, [1909] 2 K. B. 24; 78 L. J. K. B. 479). The sentence must not, however, be increased by reason of any evidence not given at the trial (s. 9).

If the appellant has been improperly convicted on some count or part of the indictment, and has been properly convicted on some other count or part, the Court may either affirm the sentence or pass such sentence as it thinks proper, which is warranted in law by the verdict on the count or part on which he has been properly convicted (s. 5 (1)). Where an appellant has been convicted of an offence, and the jury could, on the indictment, have found him guilty of some other offence, and on the finding of the jury it appears to the Court of Appeal that the jury must have been satisfied of facts which proved him guilty of that other offence, the Court may, instead of allowing or dismissing the appeal, substitute for the verdict found by the jury a verdict of guilty of that other offence, and pass such sentence as may be warranted in law for that other offence, provided it is not more severe than the one already passed (s. 5 (2)). If the jury have found a special verdict, and the Court of Appeal consider that the Court of trial has arrived at a wrong conclusion on the effect of that verdict, the Court of Appeal may, instead of allowing the appeal, order such conclusion to be recorded as appears to be in law required by the verdict, and may pass such sentence as is warranted in law (s. 5 (3)). If it appears to the Court of Appeal that the appellant, though guilty, was insane, it may quash the sentence and order the appellant to be detained as a criminal lunatic under the Trial of Lunatics Act, 1883, 46 & 47 Vict. c. 38 (s. 5 (4)). No appeal lies on the ground that the judge at the trial has improperly discharged the jury and adjourned the case to be tried by another jury, nor is this a ground of objection to the second trial (*R.* v. *Lewis*, 1909, 78 L. J. K. B. 722).

Practice and Procedure.—Notice of appeal or of an application for leave to appeal must be in writing in the form given in the schedule to the Criminal Appeal Rules, and must be sent to the registrar (s. 7, r. 17). It must be signed by the appellant. If he is unable to write he may affix his mark in the presence of a witness. If the appellant is alleged to be insane, the notice may be signed by his solicitor or any person duly authorised. A body corporate may sign through its secretary, clerk, manager, or solicitor (r. 4). The notice must be given within ten days (s. 7). Time runs in appeals against conviction from the date of the verdict (r. 18), and in appeals against sentence from the date of the sentence (r. 19). The Court of Appeal has power, except in convictions involving sentence of death, to extend the time for giving notice of appeal or of application for leave to appeal (s. 7, r. 24). Notice of application for extension of time must be signed in the same manner as notice of appeal (see *supra*). Where the Court of Appeal has given leave to appeal no further notice of appeal is necessary (r. 22). An appellant may present his case and argument in writing instead of by oral argument (s. 7, r. 43 (*a*)).

In the case of convictions involving sentence of death or corporal punishment, the sentence is not carried out until the expiration of the time during which notice of appeal or of application for leave to appeal may be given; if such notice is given, the sentence is delayed until the appeal has been heard (s. 7 (2)).

In all appeals and applications for leave to appeal the judge or chairman of the Court must furnish the registrar with his notes of the trial, and also with a report giving his opinion of the case or any point arising therein (s. 8). The Court of Appeal may order the production of documents and exhibits, and may order the examination of any compellable witnesses, whether they were called at the trial or not, either before the Court itself or before a judge or other officer of the Court, or a justice of the peace, or any other person appointed by the Court (s. 9, r. 40). The Court may also receive evidence of competent but not compellable witnesses, and if the appellant makes application, the evidence of his or her husband or wife in cases where such evidence could only have been given at the trial on such application. Prolonged and complicated investigations may be referred to a special commissioner for report (s. 9, r. 41). Assessors may also be appointed (s. 9). The Court also has all the powers of the civil Court of Appeal. No sentence may be increased by reason of any evidence not given at the trial.

The Court of Appeal may at any time assign a solicitor and counsel, or counsel only, to an appellant who has not sufficient means, if such a course is desirable in the interests of justice (s. 10, rr. 30, 38). This section applies to an appeal to the House of Lords in a case in which the Attorney-General has given his certificate under sec. 1 (6) (*R.* v. *Leach*, 1912, 56 S. J. 311).

An appellant is entitled to be present at the hearing of his appeal, except where the appeal is on a point of law only (*R.* v. *Dunleavey* (No. 1), [1909] 1 K. B. 200; 78 L. J. K. B. 359). He is not entitled to be present at an application for leave to appeal, or at preliminary or incidental proceedings. The Court may, however, grant him leave to be present. The appellant need not be present when sentence is passed on him (s. 11, r. 25).

The Director of Public Prosecutions appears for the Crown in every appeal except where the solicitor of a Government Department or a private prosecutor undertakes the defence of the appeal (s. 12, r. 27). The Court may at any time order the Director of Public Prosecutions to take over the defence of an appeal.

No costs are allowed on either side, but the Court may allow expenses subject to regulations as to rates and scales of payment made by the Secretary of State (see Order of March 27, 1908 (St. R. &. O. 1908, p. 291)), in the same manner as the expenses of a prosecution in cases of felony (s. 13). For the purposes of this section the hearing of a case stated under the Crown Cases Act, 1848, 11 & 12 Vict. c. 78, is deemed an appeal, the person in relation to whose conviction the case is stated being deemed the appellant. The Costs in Criminal Cases Act, 1908, does not apply to such a hearing (Costs in Criminal Cases Act, 1908, 8 Edw. vii. c. 15).

The Court of Appeal may admit an appellant on bail. If the appellant is in custody he is specially treated under regulations dated April 8, 1908 (St. R. & O. 1908, p. 772), and the period during which he is admitted to bail or is specially treated does not count as part of his sentence. Unless the Court otherwise orders, his sentence dates from the hearing of the appeal. On an application for leave to appeal, the Court of Criminal Appeal has power to order that the sentence of the prisoner shall run from the date of conviction, even if the Court refuses leave to appeal and even if the prosecution is not represented (*R.* v. *Brownhill*, 1913, 29 T. L. R. 156).

On a reference by the registrar of an appeal against a conviction on a question of law only, which does not show any substantial ground of appeal, the Court, if they consider the appeal frivolous or vexatious, may dismiss the appeal summarily.

Section 16 deals with shorthand notes.

The following powers of the Court of Appeal may be exercised by a single judge :—The granting of leave to appeal ; the extension of time within which to give notice of appeal or of an application for leave to appeal ; the assigning of legal aid ; the giving of leave to be present ; the granting of bail. If, however, a single judge refuses any such application, the appellant may apply within five days to have his application heard by the full Court (s. 17, r. 25).

Appeal to House of Lords.—There are no rules of the House of Lords in respect to criminal appeals, but the House will order such an appeal to be read and prosecuted subject to such standing orders as may be applicable. The respondent must lodge a case forthwith in answer to the appeal. The petition of appeal must be printed, but the House will accept typewritten copies of other necessary papers. If the Court of Criminal Appeal has quashed a conviction, it has no power to keep the defendant in custody or hold him to bail while application is being made to the Attorney-General for his certificate under sec. 1 (6) of the Act of 1907 (see *supra*), or pending an appeal if the certificate is granted. If the House of Lords reverse the decision of the Court of Criminal Appeal, the Court has power to give effect to the decision of the House of Lords and to restore the conviction and to order the arrest of a defendant who has been liberated (*R.* v. *Ball*, [1911] A. C. 47 ; 80 L. J. K. B. 689).

Prerogative of Mercy.—The prerogative of mercy is unaffected by the Act, but the Secretary of State may refer the whole case, or any point arising in it, to the Court of Appeal (s. 19). In such cases the prisoner is deemed to have appealed against his sentence only (*R.* v. *Smith*, [1909] 2 K. B. 756 ; 79 L. K. J. B. 4). The Court of Criminal Appeal has no power to grant to an unsuccessful appellant a copy of the shorthand notes for the purpose of a petition to the Home Secretary (*Ex parte Weir*, 1913, 108 L. T. 350).

Solicitors' Audience.—Parties may appear by solicitor alone in all applications under sec. 17 (*supra*) before a single judge, and also in cases under sec. 9, where evidence is taken not before the Court itself.

Restitution of Property.—The operation of orders for the restitution of property and of the provisions of sec. 24 (1) of the Sale of Goods Act, 1893, 56 & 57 Vict. c. 71, are, unless the Court of trial otherwise orders, suspended in every case for ten days after the conviction, and if notice of appeal or leave to appeal is given within that time, until the appeal is heard. The Court of Appeal may annul or vary any order for restitution, even though the conviction is not quashed (s. 6, r. 12). Under this section a person against whom an order for restitution has been made has no right to apply to have the order annulled or varied on the prisoner's appeal ; he can only be heard if the Court proposes to vary or annul it. All the remedies against such an order which existed at the date of the passing of the Act still survive (*R.* v. *Elliott*, [1908] 2 K. B. 452 ; 77 L. J. K. B. 812).

229. Criminal Cause or Matter.—See Criminal Appeal herein.

229. ——. In a case where the Court has jurisdiction to order that a suit shall be heard *in camera*, an order by the Court that the persons who have published an account of the proceedings shall pay the costs of a motion to commit them is not a decision on the "criminal cause or matter" within sec. 47 of the Judicature Act, 1873 (*Scott* v. *Scott*, [1913] A. C. 417 ; 82 L. J. P. 74).

229. ——. An application for a writ of *habeas corpus* by a person committed for removal under the Fugitive Offenders Act, 1881, is a "criminal cause or matter," and no appeal lies from the refusal of such an application by virtue of sec. 47 of the Judicature Act, 1873 (*R.* v. *Brixton Prison* (*Governor*) *; Ex parte Savarkar*, [1910] 2 K. B. 1056; 80 L. J. K. B. 57).

229. ——. The refusal of a judge at chambers to grant leave to issue a writ of attachment against a witness who has refused to produce a document at an examination under the Foreign Tribunals Evidence Act, 1856, is not a criminal matter, and therefore an appeal lies from the judge's decision (*Eccles.* v. *Louisville and Nashville Railroad Co.*, 1911, 56 S. J. 74).

229. ——. A judgment of the High Court on a case stated on a summons under the Distress (Costs) Act, 1817, 57 Geo. III. c. 93, for treble the amount of a percentage excessively taken under a distress is a judgment in a "criminal cause or matter" within sec. 47 of the Judicature Act, 1873 (*Robson* v. *Biggar*, [1908] 1 K. B. 672; 77 L. J. K. B. 203).

229. ——. An order by Quarter Sessions that a person who has been convicted at petty sessions, and has given notice of appeal, but has not appeared to prosecute the appeal, should pay the costs of the appeal is a "criminal cause or matter," and no appeal lies from the refusal of the Divisional Court to grant an application for a *certiorari* to bring up the order of Quarter Sessions (*R.* v. *Wiltshire JJ.; Ex parte Jay*, [1912] 1 K. B. 566; 81 L. J. K. B. 518).

244. Crown Cases Reserved.—The jurisdiction of the Court for Crown Cases Reserved is now transferred to the Court of Criminal Appeal. See CRIMINAL APPEAL herein.

248. Crown, Land Revenues of the.—As to Civil List, see LIST, CIVIL, Vol. VIII. pp. 345–6, and herein.

254. Cruelty to Animals.—As to the shooting of animals while trespassing, see DOGS, Vol. IV. p. 693, and herein.

254. ——. The Protection of Animals Act, 1911, 1 Geo. V. c. 27, repeals the Knackers Act, 1786, 26 Geo. III. c. 71, sec. 4; the Knackers Act, 1844, 7 & 8 Vict. c. 87, sec. 3; the Cruelty to Animals Act, 1849, 12 & 13 Vict. c. 92 (the whole Act so far as not already repealed); the Cruelty to Animals Act, 1854, 17 & 18 Vict c. 92 (the whole Act); the Poisoned Grain Prohibition Act, 1863, 26 & 27 Vict. c. 113 (the whole Act); the Poisoned Flesh Prohibition Act, 1864, 27 & 28 Vict. c. 115 (the whole Act); the Drugging of Animals Act, 1876, 39 & 49 Vict. c. 13 (the whole Act); the Wild Animals in Captivity Protection Act, 1900, 63 & 65 Vict. c. 33 (the whole Act); the Injured Animals Act, 1907, 7 Edw. VII. c. 5 (the whole Act). The above repeals do not apply to Scotland (s. 18 and Sched. II.).

It is an offence of cruelty within the meaning of the Act, punishable on summary conviction by fine not exceeding £25, or alternatively, or, in addition thereto, by imprisonment, with or without hard labour, not exceeding six months (altered to three months by the Protection of Animals Act, 1912, 23 Geo. V. c. 17, sec. 1) to (1) :—cruelly beat, kick, ill-treat, over-ride, over-drive, over-load, torture, infuriate, or terrify any animal, or to cause or procure, or, being the owner, to permit any animal to be so used, or by wantonly or unreasonably doing or omitting to do any act, or by causing or procuring the commission or omission of any act, to cause, or being the owner, to permit any unnecessary suffering to be so caused to any animal; or (2) to convey or carry, or to cause or procure, or, being the owner, to permit to be conveyed or carried, any animal in such a manner or position as to cause it unnecessary suffering; or (3) to cause, procure, or assist at the fighting or baiting of any animal, or to keep, use, manage, or act or assist in the management of any premises or place for the purpose, or partly for the purpose, of fighting or baiting any animal, or to permit any premises or place to be so kept, managed, or used, or to receive or cause or procure any person to receive money for the admission of any person to such premises or place; or (4) wilfully, without reasonable cause or excuse, to administer, or cause or procure, or, being the owner, to permit to be administered to any animal any poisonous or injurious drug or substance, or to cause any such substance to be taken by any animal; or (5) to subject, or cause or procure, or, being the owner, to permit any animal to be subjected to any operation which is performed without due care and humanity (s. 1 (1)).

An owner is deemed to have permitted cruelty within the Act if he fails to exercise reasonable care and supervision in respect of the protection of the animal therefrom, but an owner who is convicted by reason only of his having failed to exercise such care and supervision is not liable to imprisonment without the option of a fine (s. 1 (2)).

The section does not render illegal any act lawfully done under the Cruelty to Animals Act, 1876, which deals with vivisection, nor does it apply to the destruction or preparation for destruction of animals for the food of man, unless unnecessary suffering is inflicted, nor does it apply to the coursing or hunting of any captive animal, unless such animal is liberated in an injured, mutilated, or exhausted condition. A captive animal is not deemed to be coursed or hunted before it is liberated for that purpose, or after it has been recaptured, or if it is under control (s. 1 (3)).

Where an owner is convicted of cruelty under the Act, the Court, if satisfied that it is cruel to keep the animal alive, may direct it to be destroyed, and may assign it to a suitable person for that purpose. The person to whom an animal is so assigned must destroy it or cause it to be destroyed as soon as possible, in his presence and without unnecessary suffering. The Court may order the owner to pay the reasonable costs of destroying the animal, which may be recovered as a civil debt. Unless the owner assent, an order for destruction can only be made on the evidence of a duly registered veterinary surgeon (s. 2).

Where an owner is convicted of cruelty under the Act, the Court may, in addition to any other punishment, deprive him of the ownership of the animal, and make such order as to its disposal as they think fit, but such an order can only be made where it is shown by evidence as to a previous conviction, or as to the character of the owner, or otherwise, that the animal is liable to be exposed to further cruelty if left with the owner (s. 3).

Where a person who has been convicted of cruelty under the Act has by the cruelty done or caused to be done any damage to the animal or any person or property, he may be ordered by the Court to pay reasonable compensation up to £10. This provision does not prevent the taking of other legal proceedings in respect of the injury or damage, so that a person be not twice proceeded against in respect of the same claim, nor does it affect the liability of any person to be proceeded against for cruelty under the Act (s. 4).

Every person carrying on, or assisting in the trade of a knacker, must comply with the following regulations, which are set out in Sched. I. to the Act :—

1. The name of the knacker, together with the word "knacker," must be painted or affixed in a conspicuous manner over the door or gate of the knacker's yard.

2. The hair must be cut from the neck of any horse, ass, or mule directly the animal has been delivered to the knacker.

3. All animals must be slaughtered, with as little suffering as possible, within two days from the time they are delivered to the knacker. Any animal which is in pain must be slaughtered without delay.

4. All animals must be properly fed and watered after they are delivered to the knacker.

5. No animal may be used or employed for any work after it has been delivered to the knacker.

6. The knacker must enter in a book kept for the purpose a sufficiently full and correct description of the colour, marks, and gender of every animal delivered to him, to enable the animal to be distinguished and identified, and the name and address of the owner. He must produce the book, when so required, before any justice of the peace, and must allow it to be inspected and extracts to be taken from it at all reasonable times by any police constable or any other person authorised by a justice of the peace.

7. No one under sixteen may be admitted to or permitted to remain in a knacker's yard during the process of slaughtering or cutting up any animal.

8. No animal may be killed in the sight of any other animal awaiting slaughter.

9. A knacker may not sell or part with alive, or cause, procure, or permit any person to sell or part with alive, any animal which has been delivered to him.

> The penalty for failing to comply with, or causing, procuring, or permitting any non-compliance with the above regulations is a fine not exceeding £10, on summary conviction (s. 5 (1)).

For the purposes of section 1 (*supra*) a knacker is deemed to be the owner of any animal delivered to him (s. 5 (3)). For the purposes of the Act an animal is deemed to be delivered to a knacker if it is delivered to the knacker himself, or to any person on his behalf, or at the knacker's yard (s. 5 (4)).

A constable may enter a knacker's yard at any hour by day, or at any hour when business is or apparently is in progress, or is usually carried on therein, for the purpose of examining whether the provisions of the Act are complied with. The penalty for refusing him admittance or obstructing him in the exercise of his duty is a fine not exceeding £5, on summary conviction (s. 5 (2)).

A person who is licensed to slaughter horses may not carry on the business of a horse dealer while his licence is in force ; penalty, fine not exceeding £5, on summary conviction (s. 6).

Any person who impounds or confines any animal in any pound, or causes it to be so impounded or confined, must supply it with sufficient wholesome and suitable food and water. The penalty for failing to do so is a fine not exceeding £5, on summary conviction. If an impounded animal is left without sufficient suitable food and water for six successive hours, any person may enter the pound for the purpose of supplying it therewith. The reasonable cost of food and water supplied to an impounded animal may be recovered from the owner as a civil debt (s. 7).

It is an offence punishable on summary conviction by fine not exceeding £10, to (1) sell, or offer or expose for sale, or give away, or cause or procure any person to do so, or knowingly to be a party to the sale or offering or exposing for sale or giving away of any grain or seed which has been rendered poisonous except for *bona fide* use in agriculture; or (2) knowingly put or place or cause or procure any person to put or place, or knowingly to be a party to the putting or placing in or upon any land or building any poison or any fluid or edible matter (not being sown seed or grain) which has been rendered poisonous. The use of poison is permitted for the purpose of destroying rats, mice, or other small vermin, provided all reasonable precautions are taken to prevent the access thereto of dogs, cats, fowls, or other domestic animals (s. 8).

The above section does not prevent an owner or occupier of land in Ireland from laying or causing to be laid any poison or poisonous matter after posting a notice in a conspicuous place and giving notice in writing to the nearest constabulary station (s. 17 (2)).

Any person who uses or causes or procures, or, being the owner, permits to be used, any dog for the purpose of drawing or helping to draw any cart, carriage, truck, or barrow on any public highway is liable on summary conviction to a fine not exceeding £2 for the first offence, and £5 for any subsequent offence (s. 9).

Persons who set, or cause or procure to be set, spring traps for the purpose of catching hares or rabbits, must inspect them, or cause some competent person to inspect them, at reasonable intervals, and at least once a day between sunrise and sunset. Penalty for non-compliance with this section, fine, on summary conviction, not exceeding £5 (s. 10).

If a constable finds an animal so diseased or so severely injured or in such a physical condition that in his opinion, having regard to the available means for removing it, it cannot be removed without cruelty, he must, if the owner is absent or refuses to consent to its destruction, summon a registered veterinary surgeon, if one resides within a reasonable distance, and if it appears from the certificate of the veterinary surgeon that the animal is mortally wounded, or so severely injured, or so diseased, or in such physical condition, that it is cruel to keep it alive, the constable may, without the consent of the owner, slaughter the animal, or procure it to be slaughtered, with such instruments, and precautions, and in such manner as to inflict as little suffering as possible, and, if the slaughter takes place in the public highway, to remove the carcase, or procure it to be removed (s. 11 (1)).

If the veterinary surgeon certifies that the animal can be removed without cruelty, the person in charge of it must do so at once, with as little suffering as possible, and, if he fail to do so, the constable may do so without his consent (s. 11 (2)).

The constable's reasonable expenses, including those of the veterinary surgeon, whether the animal is slaughtered or not, may be recovered from the owner summarily as a civil debt, and, subject thereto, are to be paid out of the fund from which the expenses of the police in the area are payable (s. 11 (3)).

In this section "animal" includes horse, mule, ass, bull, sheep, goat, and pig (s. 11 (4)).

A police constable may apprehend without a warrant any person who he has reason to believe to be guilty of an offence which is punishable under the Act by imprisonment without the option of a fine, whether on his own view, or on the complaint or information of some person who declares his name and address to the constable (s. 12 (1)).

Where a constable apprehends the person in charge of a vehicle or animal, they may be placed in safe custody until the determination of the proceedings, or until the Court order them to be delivered to the person charged, or the owner. In the case of a conviction, the reasonable costs of such detention, including veterinary treatment where required, are recoverable summarily from the owner as a civil debt, or if the owner is convicted they are part of the costs (s. 12 (2)).

Where proceedings are instituted against the driver or conductor of a vehicle, the Court may issue a summons to the employer directing him to produce the driver or conductor at the hearing, if it is in his power to do so (s. 13 (1)). The Court has also power to require the owner of an animal to produce it at the trial, or at any time before the trial, for the inspection of the Court, if the production is possible without cruelty (s. 13 (2)). An employer or owner who fails to comply with the above provisions without a satisfactory excuse, is liable to a fine on summary conviction, not exceeding £5 for the first offence, and £10 for any subsequent offence, and may be required to pay the costs of any adjournment rendered necessary by his failure (s. 13 (3)).

An appeal lies from any order or conviction by a Court of summary jurisdiction to quarter sessions, but there is no appeal from an order for the destruction of an animal (s. 14 (1)). Where the owner of an animal appeals, the Court may direct that the recognisance to be entered into under sec. 31 (3) of the Summary Jurisdiction Act, 1879 (in Ireland, sec. 24 of the Petty Sessions (Ireland) Act, 1851), shall include an undertaking not to sell or part with the animal until the appeal is determined or abandoned, and to produce it on the hearing of the appeal, if it is possible to do so without cruelty (s. 14 (2)).

The following definitions, given in sec. 15, apply throughout the Act, unless the context otherwise requires, or it is otherwise expressly provided :—

"Animal" means any domestic or captive animal. In *Steele* v. *Rogers*, 1912, 106 L. T. 79, a stranded whale was held not to be in captivity or close confinement within sec. 2 of the Wild Animals in Captivity Act, 1900.

"Domestic animal" means any horse, ass, mule, bull, sheep, pig, goat, dog, cat, or fowl, or any other animal of whatsoever kind or species, and whether a quadruped or not, which is tame, or which is, or has been, or is being sufficiently tamed to serve some purpose for the use of man.

"Captive animal" means any animal other than a domestic animal, of whatsoever kind or species, whether a quadruped or not, including any bird, fish, or reptile, which is in captivity, or confinement, or which is maimed, pinioned, or subjected to any appliance or contrivance for the purpose of hindering or preventing its escape from captivity or confinement.

"Horse" includes any mare, gelding, pony, foal, colt, filly, or stallion.
"Bull" includes any cow, bullock, heifer, calf, steer, or ox.
"Sheep" includes any lamb, ewe, or ram.
"Pig" includes any boar, hog, or sow.
"Goat" includes a kid.
"Dog" includes any bitch, sapling, or puppy.
"Cat" includes a kitten.

"Fowl" includes any cock, hen, chicken, capon, turkey, goose, gander, duck, drake, guinea-fowl, peacock, peahen, swan, or pigeon.

"Knacker" means a person whose trade or business it is to kill any cattle not killed for the purpose of the flesh being used as butcher meat.

"Knacker's yard" means any building or place used, or partly used, for the purpose of such trade or business.

"Cattle" includes any horse, ass, mule, bull, sheep, goat, or pig.

"Pound," in the relation to the impounding or confining of animals, includes any receptacle of a like nature.

In Ireland sec. 23 of the Summary Jurisdiction (Ireland) Act, 1851, applies to any conviction or order under the Act, other than an order for the destruction of an animal, notwithstanding that the fine imposed does not exceed twenty shillings, or that the term of imprisonment does not exceed one month (s. 17).

The Act came into operation on January 1, 1912, but does not apply to proceedings instituted before that date (s. 19).

The Act does not apply to Scotland (s. 16).

256. ——. In *Green* v. *Cross*, 1910, 103 L. T. 279 ; 74 J. P. 357 ; 26 T. L. R. 507, the Divisional Court laid down that where a man neglected to release a dog from a trap which he had set there was evidence on which the justices could convict under sec. 2 of the Cruelty to Animals Act, 1849. As to not dressing sheep attacked by maggots, see *Potter* v. *Challans*, 1910, 102 L. T. 325 ; 74 J. P. 114.

256. ——. Section 2 of the Act of 1849 creates three separate offences, see *Johnson* v. *Needham*, cited *sub tit.* SUMMARY JURISDICTION herein.

256. ——. After *R.* v. *Cable* add : But where an information alleges only one offence as against four animals, a defendant cannot, without previous notice that he is being charged with a separate offence in respect of each animal, be convicted on that information of four offences (*R.* v. *Rawson*, [1909] 2 K. B. 748).

258. ——. As to when "hunting" ceases under sec. 4 of the Wild Animals in Captivity Act, 1900, 63 & 64 Vict. c. 33, see *Rodgers* v. *Pickersgill*, 1910, 103 L. T. 33.

259. ——. The Injured Animals Act, 1894, is repealed by the Injured Animals Act, 1907, 7 Edw. VII. c. 5, which by sec. 2 defines "animal" for the purposes of the Act as any horse, mule, ass, bull, cow, ox, heifer, calf, sheep, goat, or swine.

If a police constable finds an animal so diseased, or so severely injured, or in such a physical condition that it cannot be removed without cruelty, he is, if the owner is absent or refuses to consent to the animal's destruction, to summon a duly registered veterinary surgeon, if one resides within a reasonable distance. If the veterinary surgeon certifies that the animal is mortally injured, or that it is cruel to keep it alive, the constable may, without the owner's consent, slaughter the animal, or cause it to be slaughtered as painlessly as practicable, and remove the carcase. The constable's reasonable expenses may be recovered from the owner as a civil debt. As in the Act of 1894 the veterinary surgeon's certificate appears to be a condition precedent to any action by the constable (see now Protection of Animals Act, *supra*).

259. ——. The Diseases of Animals Act, 1894, is extended to cover live poultry, including domestic fowls, turkeys, geese, ducks, guinea-fowls, and pigeons, and orders may be made under sec. 22 for protecting live poultry from unnecessary suffering while being conveyed by land or water, and in connection with their exposure for sale, and their disposal after sale, and also for requiring the cleansing or disinfection of receptacles used for their conveyance. An inspector, for the purpose of enforcing an order under the Act, may examine any live poultry under any circumstances to which the order relates, and any receptacle or vehicle used for their conveyance, and may enter any vessel or premises in which he has reasonable grounds for supposing that there are live poultry in the course of conveyance, or packed for conveyance (Poultry Act, 1911, 1 Geo. v. c. 11).

259. ——. The Diseases of Animals Act, 1910, 10 Edw. vii. and 1 Geo. v. c. 20, renders it unlawful, except as provided by the Act, and in cases which the Board of Agriculture and Fisheries prescribe by order, to ship or attempt to ship any horse (including ass and mule (s. 8 (2)) to any port outside the British Isles, unless it has been examined, immediately before shipment, by a veterinary inspector appointed by the Board under the Act and certified by him in writing to be capable of being conveyed and disembarked without cruelty. The Board may prescribe fees, which must be paid before the examination. The certificate is to be delivered to the master of the vessel, who must produce it to any constable, inspector, or officer of the Board or the local authority, who may take copies or extracts of it. Orders must be laid before both Houses of Parliament for thirty days (s. 1 (1)).

If the veterinary inspector finds the horse to be in such physical condition as to render it cruel to keep it alive, he may slaughter it, or cause it to be slaughtered as painlessly as possible, without the owner's consent (s. 1 (2)). He may also mark the horse for identification (s. 1 (3)). Copying of the mark by other persons is an offence under the Diseases of Animals Act, 1894 (s. 1 (4)).

Section 2 gives power to the Board to make charges for any licences, permits or examinations required by any order under the Diseases of Animals Act, 1894.

The owner and master of every vessel carrying horses alive must provide a killing instrument approved by the Board, which must be carried on the vessel and produced to an inspector of the Board or local authority if required. If any horse while on board has a limb broken or is so injured as to be incapable of being disembarked without cruelty, the master must cause it to be slaughtered forthwith (s. 3).

Inspectors of the Board or the local authority may enter any vessel to see whether the provisions of the Act or of any order under the Diseases of Animals Act, 1894, relating to the exportation or shipment of horses is being complied with (s. 4).

Local authorities described in the Act of 1894 are to enforce the order if directed by the Board (s. 5).

Any person who does or omits to do anything in contravention of the Act, or any master who permits a horse to be shipped in contravention of the Act, is guilty of an offence against the Act of 1894 (s. 6).

The Act does not apply to thoroughbred horses certified in writing by a steward or the secretary of the Jockey Club: (*a*) to have arrived in Great Britain not more than one month before the date of shipment for the purpose of being run in a race, or : (*b*) to be shipped for the purpose of being run in a race, or : (*c*) to be shipped for breeding purposes. The certificate is subject to the provision of sec. 1 (1) (s. 7).

259. Cruelty to Children.—The law on this subject has been considerably altered by the Children Act, 1908, 8 Edw. vii. c. 67. The greater part of the Act of 1904 is repealed and re-enacted with amendments, although parts of it, enumerated below, are still in force. Many of the decisions on the old Acts are still effective, and for these reference should be made to Vol. IV. p. 259.

Section 12 of the Act of 1908 (corresponding to sec. 1 of the Act of 1904) makes it a misdemeanour, punishable on indictment by fine not exceeding £100, or alternatively, or in default of payment, or in addition thereto, by imprisonment, with or without hard labour, not exceeding two years ; or on summary conviction to a fine not exceeding £25, or alternatively, or in default of payment, or in addition thereto, by imprisonment, with or without hard labour, not exceeding six months, for any person over sixteen, who has the custody, charge, or care of any child or young person (*i.e.* between fourteen and sixteen (s. 131)) to wilfully assault, ill-treat, neglect, abandon, or expose such child or young person, or to cause or procure such child or young person to be assaulted, etc., in any manner likely to cause unnecessary suffering or injury to health (including injury to or loss of sight, hearing, limb, or organ, and mental derangement). Persons legally liable to maintain children and young persons are guilty of neglect if they fail to provide them with adequate clothing, medical aid, or lodging, or to procure the same under the poor law. Intervention of a third person which prevents a probable injury or suffering does not prevent a conviction ; nor does the death of the child. Persons indicted for manslaughter may be found guilty of an offence under this section. If a person convicted under this section is, to his own knowledge, financially interested, directly or indirectly, in the child's death, the fine may be increased to £200, or, in lieu of any other penalty, he may be sentenced to penal servitude, not exceeding five years, if convicted on indictment ; in the case of a summary conviction, the Court is to take such financial interest into consideration in determining the sentence. Overlaying by a person who goes to bed drunk amounts to neglect within sec. 12 (s. 13).

Section 2 (*a*) of the Act of 1904 is replaced by sec. 14 of the Act of 1908, which provides that any person who causes or procures, or, having the custody, charge or care, allows a child or young person to be in any street, premises, or place for the purpose of begging, shall be liable on summary conviction to a fine not exceeding £25, or to imprisonment, with or without hard labour, not exceeding three months, or both. There is a rebuttable presumption that a child begging is doing so with the allowance of the person having custody, etc., of him. The other provisions of sec. 2 and sec. 3 of the Act of 1904 are not repealed.

Section 15 makes it an offence, punishable on summary conviction by fine not exceeding £10, to allow a child under seven to be in any room with an open fire-grate not sufficiently protected, by reason whereof the child is killed or seriously injured. The section and proceedings under it do not affect any liability for an indictable offence.

By sec. 16 it is a misdemeanour to allow any child or young person between four and sixteen to reside in or frequent a brothel ; punishment, on indictment or summary conviction, fine not exceeding £25 or imprisonment, with or without hard labour, not exceeding six months. The liability to indictment under sec. 6 of the Criminal Law Amendment Act, 1885 (see Vol. II. p. 437), is not affected, but a person charged thereunder may be found guilty under the present section. Causing or encouraging seduction, prostitution, or unlawful carnal knowledge (Children Act (1908) Amendment Act, 1910, 10 Edw. VII. & 1 Geo. V. c. 25) of a girl under sixteen, by the person having the custody of her, is punishable by imprisonment, with or without hard labour, not exceeding two years (s. 17). Knowingly allowing a girl to consort with or be employed by a prostitute or person of known immoral character is deemed to be causing or encouraging (s. 17 (2)). Seduction means inducing a girl to surrender her chastity for the first time (*R.* v. *Moon*, [1910] 1 K. B. 818; 79 L. J. K. B. 505). Parents and guardians may be bound over to exercise due care and supervision of girls under sixteen, who, with their knowledge, are exposed to the risk of seduction or prostitution or of being carnally known (s. 18; Act of 1910, s. 1).

In sec. 4 of the Act of 1904, the words "or any offence mentioned in the First Schedule to this Act" and par. (*b*) are repealed, the rest of the section remaining in force. Section 19 of the Act of 1908 authorises a constable to arrest, without warrant, anyone—(*a*) who in his view commits (i.) any of the foregoing offences, or (ii.) any offence under secs. 27, 55, or 56 of the Offences Against the Person Act, 1861, or any offence against a child or young person under secs. 5, 42, 43, 52, or 62 of that Act, or under the Criminal Law Amendment Act, 1885, or any offence under the Dangerous Performances Acts, 1879 and 1897, or any other offence involving bodily injury to a child or young person, provided the offender's name and residence are unknown to and cannot be ascertained by the constable; (*b*) who has committed, or who the constable has reason to believe has committed, an offence of cruelty or any of the offences under heading (ii.) above, if he has reasonable grounds for believing that such person will abscond, or if his name and address are unknown to, and unascertainable by, the constable. A person so arrested is entitled to bail, unless his release will defeat the ends of justice, or be dangerous to the child or young person concerned.

Sections 20–26, replacing secs. 9–11 of the Act of 1904, deal with the conveyance of a child to a place of safety, the making and revoking of orders as to the custody of a child after conviction, the granting of search warrants to remove a child who is subjected to assault or ill-treatment, and the power to order the detention of an offender who is a habitual drunkard under the Inebriates Acts.

Section 12 of the Act of 1904 is only repealed as regards the words "or for any of the offences mentioned in the First Schedule to this Act." Section 27 of the Act of 1908 applies the Criminal Evidence Act, 1898, to the offences numbered (i.) and (ii.) above. Sections 28 and 29 deal with the depositions of children in certain cases. In sec. 15 of the Act of 1904 the words "or for any of the offences mentioned in the First Schedule to this Act" are repealed; this section and sec. 30 of the Act of 1908 enable children of tender years to testify without being sworn. Section 30 of the Act of 1908 gives power to proceed with the case in the absence of the child or young person, where his attendance is not essential. In sec. 17 of the Act of 1904, the words "or any of the offences mentioned in the First Schedule to this Act" are repealed. In sec. 18 the similar references to the First Schedule and subsec. (2) from "and may charge him with the offences " to the end of the subsection are repealed. The sec. without the amendments is reproduced in sec. 32 of the Act of 1908. Section 33 of 1908 gives an appeal to quarter sessions; in the corresponding section (19) of the Act of 1904 certain minor repeals are effected. Section 34 of 1908 gives boards of guardians power to prosecute. The Vexatious Indictments Act, 1859, applies (s. 35), and the rights of parents and others having lawful control or charge of children to chastise is preserved (s. 37).

Only so much of the Act of 1904 is left unrepealed as is necessary for the enforcement of the unrepealed provisions contained in sec. 2 (*b*), (*c*), and (*d*); these provisions are set out in Vol. IV. pp. 261, 262.

The following provisions as to the presumption and determination of age appear in sec. 123 of the Act of 1908:—(1) Where a person, whether charged with an offence or not, is brought before any Court otherwise than for the purpose of giving evidence, and it appears to the Court that he is a child or young person, the Court is to make due inquiry as to his age, and for that purpose shall take such evidence as may be forthcoming at the hearing of the case, but an order or judgment of the Court is not invalidated by subsequent proof that his age has not been correctly stated to the Court, and the age presumed or declared by the Court to be his age, is for the purposes of the Act deemed to be his true age. If it appears to the Court that the age of the person is sixteen years or upwards, he is deemed not to be a child or young person.

(2) Where in a charge under the Act, or in the case of an offence under secs. 27, 55, or 56 of the Offences against the Person Act, 1861, or of an offence against a child or young person, under secs. 5, 42, 43, 52, or 62 of the same Act, or of any offence under the Dangerous Performances Acts, 1879 and 1897, or of any other offence involving bodily injury to a child or young person, it is alleged that the person by or in respect of whom the offence was committed was a child or young person, or was under or above any specified age, and he appears to the Court to have been at the date of the commission of the offence a child or young person, or to have been under or above the specified age, as the case may be, he is for the purposes of the Act to be presumed at that date to have been a child or young person, or to have been under or above that age, as the case may be, unless the contrary is proved.

(3) Where in any charge or indictment for an offence under the Act, or for any offence under secs. 27, 55, or 56 of the Offences against the Person Act, 1861, or for any offence against a child or young person under secs. 5, 42, 43, 52, or 62 of that Act, or for any offence under the Criminal Law Amendment Act, 1885, or for any offence under the Dangerous Performances Acts, 1879, and 1897, or for any other offence involving bodily injury to a child or young person, it is alleged that the person in respect of whom the offence was committed is a child or young person, it is no defence to prove that the person alleged to have been a child was a young person, or the person alleged to have been a young person was a child in any case where the acts constituting the alleged offence would equally have been an offence if committed in respect of a young person or a child respectively.

(4) Where a person is charged with an offence under the Act in respect of a person apparently under a specified age, it is a defence to prove that the person was actually of or over that age.

An indictment for an indecent assault on a girl under thirteen years of age need not contain an averment as to her age, but if it does not do so the prosecution cannot rely on the presumption as to age contained in sec. 123 of the Children Act, 1908, (*R.* v. *Stephenson*, [1912] 2 K. B. 341; 82 L. J. K. B. 287).

259. ——. The Children (Employment Abroad) Act, 1913, 3 & 4 Geo. v. c. 7, provides that if any person causes or procures any child or young person, or having the custody, charge, or care of any child or young person, allows such child or young person to go out of the United Kingdom for the purpose of singing, playing, performing, or being exhibited for profit, that person commits an offence against the Act unless a licence under the Act has been granted (s. 1 (1)). A constable or any person authorised by a justice may take to a place of safety any child or young person in respect of whom there is reason to believe that an offence under this section has been, or is about to be, committed, and the provisions of the Children Act, 1908, apply as if the offence were an offence mentioned in Sched. I. of that Act (s. 1 (2)). Section 1 does not apply where the child or young person is only temporarily resident in the United Kingdom.

A police magistrate may grant a licence in the form prescribed by the Secretary of State (see St. R. & O. 1913, No. 885), and subject to such restrictions and conditions as the police magistrate may think fit, for any young person to go out of the United Kingdom for the purpose of singing, playing, performing, or being exhibited for profit. Before granting such a licence the magistrate must be satisfied:—(*a*) that the application for the licence is made by or with the consent of the parent or guardian of the young person; (*b*) that the young person is going out of the United Kingdom in order to fulfil a particular engagement; (*c*) that the young person is fit for the purpose; (*d*) that proper provision has been made to secure the health, kind treatment, and adequate supervision of the young person whilst abroad, and his return to the United Kingdom at the expiration or revocation of the licence; (*e*) that a copy of the contract of employment or other document, drawn up in a language understood by the young person, has been furnished to the young person (s. 2 (1)). A licence under the section may not be granted for more than three months, but may be renewed for a similar period from time to time. No renewal may be granted unless the magistrate is satisfied by the report of a British consular officer or other trustworthy person that the conditions of the licence are being complied with (s. 2 (2)). Before applying for a licence notice must be given to the chief officer of police for the district in which the young person resides, and that officer may make a report in writing to the police magistrate, or may appear or instruct some person to appear before the magistrate on the application, to show cause why the licence should not be granted or renewed. The licence is not to be granted unless the magistrate is satisfied that this notice has been given. The notice must be accompanied by a copy of the contract of employment or other document showing the terms and conditions of employment. This copy is to be sent by the chief officer of police to the magistrate (s. 2 (3)). The magistrate may require the applicant to give security by entering into a recognisance, with or without sureties, or otherwise, for the observance of the conditions of the licence. Such recognisance may be enforced in the same manner as a recognisance for the doing of some matter or thing required to be done in a proceeding, before a court of summary jurisdiction is enforceable (s. 2 (4)). In proceedings for the enforcing of a recognisance under the section, the report of a British consular officer, and any deposition made on oath before a British consular officer and authenticated by his signature respecting the observance or non-observance of the conditions of a licence is, upon proof that such officer or deponent cannot be found in the United Kingdom, admissible in evidence. It is not necessary to prove the signature or official character of the person appearing to have signed such a report or deposition. Sec. 2 (6) provides for the forwarding of licences granted to the consular officer in the place where the contract is to be performed. A licence granted under the section may be revoked by the magistrate at any time if he is satisfied that its conditions are not being complied with (s. 2 (7)).

The penalty for an offence against the Act is a fine not exceeding £100, or, alternatively, or, in default of the payment of the fine, or in addition thereto, imprisonment with or without hard labour not exceeding three months. Where, however, the offender has procured a child or young person to go out of the United Kingdom by any false pretence or false representation, he is liable on conviction on indictment to imprisonment with or without hard labour not exceeding two years (s. 3 (1)). Where a person has caused or procured or allowed a child or young person to go out of the United Kingdom, and the child or young person is, while out of the United Kingdom, singing, playing, or performing, or being exhibited, for profit, the defendant is presumed to have caused the young person to go out of the United Kingdom for that purpose, unless the contrary is proved. Where the contrary is proved, the Court may order the defendant to take steps to secure the return of the child or young person, or to enter into a recognisance to make such provision as the Court may direct to secure the health, kind treatment, and adequate supervision of the child or young person whilst abroad, and his return to the United Kingdom at a period to be determined by the Court (s. 3 (2)). Proceedings may be taken under the Act at any time within three months from the first discovery of the offence by the person taking the proceedings (s. 3 (3)). The wife or husband of a person charged under the Act may be called as a witness either for the prosecution or defence and without the consent of the person charged (s. 3 (4)).

"Police magistrate" means the chief magistrate of the metropolitan police courts or one of the other magistrates of the metropolitan police court in Bow Street. "Chief Officer of Police," in the city of London, means the Commissioner of the city police; elsewhere in England, has the same meaning as in the Police Act, 1890; in Scotland, has the same meaning as in the Police (Scotland) Act, 1890; in the police district of Dublin metropolis, means either of the Commissioners of Police for the said district; elsewhere in Ireland, means the district inspector of the Royal Irish Constabulary (s. 4).

The Act is to be construed as one with the Children Act, 1908, and that Act, the Children Act, 1908 (Amendment) Act, 1910, and the present Act may be cited together as the Children Acts, 1908 to 1913. The Act came into force on September 15, 1913 (s. 5 (2)).

266. Cumulative Sentences.—Under sec. 25 of the Summary Jurisdiction Act, 1848, 11 & 12 Vict. c. 43, justices have power to pass two consecutive sentences on a defendant convicted of several distinct offences, whether the offences be indictable or not, but they cannot pass more than two consecutive sentences (*R.* v. *Martin*, [1911] 2 K. B. 450; 80 L. J. K. B. 876).

267. Cursing.—A by-law forbidding profane, obscene, or indecent language in any street or public place to the annoyance of passengers does not extend to such language used in a public-house, and not heard by those outside the house (*Russon* v. *Dutton*, 1911, 104 L. T. 601).

283. Customs.—By the Finance Act, 1908, 8 Edw. vii. c. 16, sec. 4, power was given to His Majesty to transfer the management of any Excise duties to the Commissioners of Customs. This power was exercised by Order in Council of February 15, 1909 (St. R. & O. 1909, No. 197), by which the management of all Excise duties then under the management of the Commissioners of Inland Revenue was transferred to the Commissioners of Customs on April 1, 1909. The Commissioners are now styled the Commissioners of Customs and Excise.

284. ——. The Provisional Collection of Taxes Act, 1913, 3 Geo. v. c. 3, provides that resolutions of the Committee of Ways and Means of the House of Commons, which vary or renew taxes, shall have statutory effect for a limited period. Section 2 of the same Act provides for the making of payment and deductions on account of a temporary tax that has been renewed.

299. ——. The following additional duties are imposed by the Finance (1909–10) Act, 1910, sec. 82 :—

on beer of the descriptions called or similar to mum, spruce, or black beer, or Berlin white beer, or other preparations, whether fermented or not fermented, of a similar character—

For every thirty-six gallons thereof, where the worts thereof are or were before fermentation of a specific gravity—

Not exceeding one thousand two hundred and fifteen degrees	£0 1 0
Exceeding one thousand two hundred and fifteen degrees	0 1 2

on any description of beer—

For every thirty-six gallons where the worts thereof were before fermentation of a specific gravity of one thousand and fifty-five degrees	0 0 3

and there shall be allowed and paid in respect of all such beer a similar addition to the drawback granted on exportation, shipment for use as stores, or removal to the Isle of Man, by sec. 4 of the Customs and Inland Revenue Act, 1881 ;

And so, as to both duty and drawback, in proportion for any difference in gravity.

300. ——. New duties are imposed on the following articles, as under, by the Finance (1909–10) Act, 1910, sec. 81 (2) :—

Chloral hydrate	the pound	£0	1	9
Chloroform	the pound	0	4	4
Collodion	the gallon	1	14	11
Ether, acetic	the pound	0	2	7
Ether, butyric	the gallon	1	1	10
Ether, sulphuric	the gallon	1	16	6
Ethyl, iodide of	the gallon	0	19	0
Ethyl bromide	the pound	0	1	5
Ethyl chloride	the gallon	1	1	10

A duty of threepence per gallon is imposed on motor spirit as from

April 30, 1909 (Finance (1909–10) Act, 1910, s. 84 (1)). For definition of motor spirit, see Excise herein.

300. ——. By sec. 2 of the Finance Act, 1911, 1 & 2 Geo. v. c. 5, the duty of 2d. per pound on cocoa or chocolate ground, prepared, or in any way manufactured, is abolished, but the power to charge duty under sec. 7 of the Finance Act, 1901, which relates to manufactured articles which contain articles liable to duty, is unaffected. Drawback is allowed on the exportation or shipment for use as ships' stores of any goods in the manufacture or preparation of which in Great Britain or Ireland any cocoa or cocoa butter, or cocoa husks and shells, has or have been used, equal to the duty in respect of the quantity of cocoa, etc., used in such manufacture or preparation. In allowing the drawback the Commissioners may, with the consent of the Treasury, in order to facilitate trade, relax the requirements of secs. 104 and 106 of the Customs Consolidation Act, 1876, as to the giving of security and the examination of goods.

301. ——. The following additional Customs duties on spirits are imposed by sec. 81 (1) of the Finance (1909–10) Act, 1910 :—

For every gallon computed at proof of spirits of any description (except perfumed spirits), including naphtha or methylic alcohol purified so as to be potable, and mixtures and preparations containing spirits	£0	3	9
For every gallon of perfumed spirits	0	6	0
For every gallon of liqueurs, cordials, mixtures, and other preparations entered in such a manner as to indicate that the strength is not to be tested	0	5	1

302. ——. The duty on tea remains at fivepence (Finance Act, 1913, 3 & 4 Geo. v. c. 30, s. 1).

302. ——. Section 83 (1) of the Finance (1909–10) Act, 1910, imposes the following duties on tobacco in lieu of those set out in Vol. V. p. 302 :—

Tobacco unmanufactured, viz. :—				
Containing 10 lbs. or more of moisture in every 100 lbs. weight thereof—				
Unstripped	the lb.	£0	3	8
Stripped	the lb.	0	3	8½
Containing less than 10 lbs. of moisture in every 100 lbs. weight thereof—				
Unstripped	the lb.	0	4	1
Stripped	the lb.	0	4	1½
Tobacco manufactured, viz. :—				
Cigars	the lb.	0	7	0
Cigarettes	the lb.	0	5	8
Cavendish or Negrohead . . .	the lb.	0	5	4
Cavendish or Negrohead manufactured in bond	the lb.	0	4	8
Other manufactured tobacco . . .	the lb.	0	4	8
Snuff containing more than 13 lbs. of moisture in every 100 lbs. weight thereof . .	the lb.	0	4	5
Snuff not containing more than 13 lbs. of moisture in every 100 lbs. weight thereof .	the lb.	0	5	4

303. ——. The following rates of drawback on tobacco are allowed by the Finance (1909–10) Act, 1910:—

Cigars	the lb.	£0	4	2
Cigarettes	the lb.	0	4	1
Cut, roll, cake, or other manufactured tobacco	the lb.	0	4	0
Snuff (not being offal snuff)	the lb.	0	3	10
Stalks, shorts, or other refuse of tobacco (including offal snuff)	the lb.	0	3	9

307. Cyprus.—See the Order in Council No. 539 of 1907 (St. R. & O. 1907, p. 192), making further provision for the government of Cyprus.

308. ——. An Order in Council of July 4, 1908 (St. R. & O. 1908, p. 652), provides for the taking of seamen's depositions under sec. 7 of the Workmen's Compensation Act, 1906.

309. ——. The Orders in Council of 1882 and 1902 are amended by the Cyprus Courts of Justice Order, 1908 (St. R. & O. 1908, p. 389). See also the Cyprus Courts of Justice Amendment Orders, 1909 (St. R. & O. 1909, No. 912) and 1910 (St. R. & O. 1910, No. 669), which regulate the appeals to the Privy Council, and the Order in Council of May 31, 1910 (St. R. & O. 1910, No. 582), regulating appeals from the Supreme Court of Cyprus in its Admiralty jurisdiction to the Privy Council.

309. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909 (St. R. & O. 1909, No. 1230).

317. Damages.—In *Chaplin* v. *Hicks*, [1911] 2 K. B. 786; 80 L. J. K. B. 1292, the defendant, by announcements in a newspaper, undertook to give engagements to twelve ladies to be chosen out of fifty who were to be chosen by the votes of the readers of the paper. The plaintiff was one of the fifty. The jury found that she was not given a reasonable opportunity of presenting herself for competition to become one of the twelve, and awarded her £100 as damages. The Court of Appeal held that the damages were not too remote, and that the fact that the result of the competition depended on contingencies which were numerous and difficult to deal with did not render the damages for the loss of the chance of winning the prize incapable of assessment.

317. ——. *Le Blanche* v. *London and North-Western Railway*, 1876, 1 C. P. D. 286, was approved in *Erie County Natural Gas and Fuel Co.* v. *Carroll*, [1911] A. C. 105; 80 L. J. P. C. 59, where it was held that the measure of damages in a case where the defendants had failed to supply gas in accordance with their contract was the cost of procuring gas from a different source, and not the price at which the substituted gas could have been sold.

In *British Westinghouse Electric and Manufacturing Co.* v. *Underground Electric Railway Co. of London*, [1911], 1 K. B. 575; 80 L. J. K. B. 370 (affirmed in the Court of Appeal), manufacturers supplied a railway company with certain machines which did not satisfy the conditions of the contract as to economy. The railway company purchased other machines elsewhere, and their purchase was reasonable, and tended to mitigate damages. It was held that the company were entitled to recover the costs of the new machines from the manufacturers.

This decision was subsequently reviewed by the House of Lords in other proceedings between the same parties, where it was held that the advantage derived by the Railway Co. from the greater efficiency of the new machines was a relevant matter to be considered by the arbitrator, [1912] A. C. 673; 81 L. J. K. B. 1132).

318. ——. As to *South African Territories* v. *Wellington*, [1898] A. C. 309, see now Companies Act, 1908, 8 Edw. VII. c. 69, sec. 105, *sub tit.* DEBENTURE herein.

319. ——. See *Jackson* v. *Watson*, [1909] 2 K. B. 193; 78 L. J. K. B. 587, as to damages for loss of wife owing to breach of a warranty as to the fitness of tinned salmon for human consumption.

319. ——. In *Cointat* v. *Myham*, [1913] 2 K. B. 220; 82 L. J. K. B. 551, the plaintiff, a butcher, bought meat from the defendants—wholesale meat salesmen—relying on their skill and judgment, under circumstances which impliedly made known to them that the meat was required for human consumption. The meat proved to be tuberculous and unfit for food, and was destroyed under a magistrate's order, and the plaintiff was fined £20 under sec. 47 (2) of the Public Health (London) Act, 1891. In an action against the defendants it was held that the plaintiff was entitled to recover damages in respect of the fine and costs, and also in respect of loss of trade.

319. ——. A tenant cannot recover from his subtenant costs of proceedings for relief from forfeiture occasioned by the neglect of the subtenant to perform a covenant to repair where the head lease and sublease contain substantially similar covenants, but the sublease does not contain a covenant of indemnity or an express covenant to perform the covenants and conditions of the head lease (*Clare* v. *Dobson*, [1911] 1 K. B. 35; 80 L. J. K. B. 158).

320. ——. Where goods are not delivered at the time specified in the contract, the measure of damages is the difference between the market price of the goods at the date when delivery is due and the market price at the date of the delivery, but if the buyer sells the goods at a rate above the market price when they arrive, the measure is the difference between the market price at the date when delivery was due and the price for which they are actually sold (*Wertheim* v. *Chicoutimi Pulp Co.*, [1911] A. C. 301; 80 L. J. P. C. 91).

320. ——. A firm of engineers agreed to supply a company which owned a mill with certain machines. The company went into liquidation and could not accept delivery. The machines fell into two classes: (1) machines which were wholly manufactured but had not been delivered at the date of the winding up. These machines were altered by the engineers and sold to other customers at a reduced price. (2) Machines which the engineers had not begun to manufacture but for which some parts had been purchased. There was no available market for the goods, and there was no evidence that the engineers were unable to fulfil this contract in addition to other contracts which they executed for other customers. The Court of Appeal held that the measure of damage on class (1) was the whole loss of profit, and not merely the loss on re-sale plus the cost of alterations, and on class (2) the full amount of the prospective profits which the engineers would have made if the contract had been fulfilled (*In re Vic Mill Ltd.* [1913] 1 Ch. 465; 82 L. J. Ch. 251).

323. ——. After *Dulieu* v. *White*, [1901] 2 K. B. 669, add a reference to the Scotch case of *Gilligan* v. *Robb*, [1910] S. C. 856.

325. ——. As to the difference between a penalty and a liquidated demand, see further LIQUIDATED DEMAND, Vol. VIII., p. 339, and herein.

329. ——. As to remoteness, see *Chaplin* v. *Hicks*, [1911] 2 K. B. 786; 80 L. J. K. B. 1292, *supra.*

329. ——. The probable loss occasioned by a defendant's breach of a contract to allow his stallion to serve the plaintiff's mare is too remote to be recovered (*Sapwell* v. *Bass*, [1910] 2 K. B. 486; 79 L. J. K. B. 932).

329. ——. The loss occasioned to a workman by the non-delivery of his health insurance card and unemployment insurance book, which had been posted to him by his employer, was held to be too remote to be recovered from the employer (*Price* v. *Webb* [1913] 2 K. B. 367; 82 L. J. K. B. 720), cited more fully *sub tit.* INSURANCE herein.

330. ——. The owner of a tug which is engaged in a towing contract cannot recover from the owner of a vessel which, by negligence, sinks the tow, the remuneration he would have received had the towage been completed (*Remorquage à Hélice* (*Société Anonyme de*) v. *Bennetts*, [1911] 1 K. B. 243; 80 L. J. K. B. 228).

331. ——. The decision in *De La Bere* v. *Pearson*, [1907] 1 K. B. 483, was affirmed in the Court of Appeal, see [1908] 1 K. B. 280; 77 L. J. K. B. 380.

339. Dangerous Goods.—A person who ships dangerous goods without informing the carrier of the nature of the goods, is liable civilly for damage caused to the carrier by reason of their dangerous nature, even if the shipper is ignorant of that dangerous nature. The consignors' duty is to communicate their knowledge of the goods to the carrier, and in this they were held to have failed, because they described the goods as "general cargo" and not as ferro-silicon. Also in such a case there is an implied warranty that the goods are fit to be carried in the ordinary way and are not dangerous (*Bamfield* v. *Goole and Sheffield Transport Co.*, [1910] 2 K. B. 94; 79 L. J. K. B. 1070).

340. Dangerous Performance.—The Prevention of Cruelty to Children Act, 1904, is repealed by the Children Act, 1908. See CRUELTY TO CHILDREN herein.

341. Dangerous Structure.—As to what is a dangerous structure within the meaning of the London Building Act, 1894, see *London County Council* v. *Jones*, [1912] 2 K. B. 504; 81 L. J. K. B. 948).

348. Deaf and Dumb Persons.—The guardians of a union are not liable to pay the expenses of a deaf child boarded out under the Elementary Education (Blind and Deaf Children) Act, 1893 (*Southwark Union* v. *London County Council*, [1910] 2 K. B. 559; 79 L. J. K. B. 826).

348. ——. Regulations have been made by the Board of Education under the Elementary Education (Blind and Deaf Children) Act, 1893 (St. R. & O. 1909, No. 860).

349. ——. Regulations have also been made under the Elementary Education (Defective and Epileptic Children) Act, 1899 (St. R. & O. 1909, No. 861).

355. Death Duties.—*For* the sentence beginning " It is immaterial," and the next sentence, *read* " Estate duty is payable on the personalty situate in England of a person who dies not domiciled in England, but it is not payable on the assets abroad of such a person, even if he dies in England " (*Winans* v. *Att.-Gen.*, [1910] A. C. 27 ; 79 L. J. K. B. 156).

355. ——. Where a testator, domiciled in England, appoints Englishmen as " general executors and trustees " of his will, and also appoints foreigners as trustees of his property abroad, estate duty and settlement estate duty are payable on his personalty abroad, and the English executors are liable to pay such duties to the extent to which assets come into their hands, or would have so come but for their default (*In re Manchester ; Duncannon* v. *Manchester*, [1912] 1 Ch. 540 ; 81 L. J. Ch. 329).

355. ——. As to the liability of partners who purchase the deceased's share from his representatives, but under the terms of the partnership deed do not pay anything for goodwill, see *Att.-General* v. *Boden*, [1912] 1. K. B. 539 ; 81 L. J. K. B. 704.

356. ——. The words " by contract or otherwise " in sec. 11 (1) of the Customs and Inland Revenue Act, 1889, 52 & 53 Vict. c. 7, mean by contract or some other arrangement *ejusdem generis*, *i.e.* enforceable by contract, and therefore if the donor enjoys an interest in the property merely at the pleasure of the donee, estate duty is not payable (*Att.-Gen.* v. *Seccombe*), [1911] 2 K. B. 688 ; 80 L. J. K. B. 913).

356. ——. In the case of persons dying on or after April 30, 1909, the period preceding the death before which a disposition purporting to operate as an immediate gift *inter vivos* must be made, or a surrender, assurance, divesting, or disposition must be made or effected, in order that the property may not be included as property passing on the deceased's death, is three years and not twelve months, and sec. 38 of the Customs and Inland Revenue Act, 1881, 44 & 45 Vict. c. 12 (as amended by sec. 11 of the Customs and Inland Revenue Act, 1889, 52 & 53 Vict. c. 7, and applied by sec. 2 (1) (*c*) of the Finance Act, 1894, 57 & 58 Vict. c. 30), sec. 2 of the Finance Act, 1894, and sec. 11 of the Finance Act, 1900, 63 & 64 Vict. c. 7, are amended accordingly.

The section does not apply to gifts *inter vivos*, surrenders, assurances, divestings, or dispositions made or effected before April 30, 1909, or made or effected for public or charitable purposes.

Gifts made in consideration of marriage, or which are proved to the Commissioners to be part of the deceased's normal expenditure, and to be reasonable, having regard to his income or to the circumstances, or which do not exceed in the aggregate £100 in the case of one donee, are not property passing on death.

Where property taken under such a disposition, etc., as described above is deemed to be property passing on death by reason only that it was not as from the date of the disposition, etc., retained to the entire exclusion of the deceased or a person who has an estate or interest limited to cease on the death of the deceased, and of any benefit to him, the property is not deemed to pass on death if subsequently, by means of the surrender of the benefit reserved, or otherwise, it is enjoyed to the entire exclusion of the deceased or such other person, and of any benefit to him for the requisite period of three years (Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, s. 59).

356. ——. *Att.-Gen.* v. *Smyth,* [1905] 2 Ir. R. 553, was followed in the Scotch case of *Lord Advocate* v. *Heywood-Lonsdale,* 1906, 8 F. 724.

357. ——. As to the exemption of advowsons from Estate Duty, see *Att.-Gen.* v. *Peek,* [1913] 2 K. B. 487 ; 82 L. J. K. B. 767.

358. ——. In the case of persons dying on or after April 30, 1909, sec. 20 of the Finance Act, 1896, 59 & 60 Vict. c. 28, is extended so as to give exemption from legacy and succession duty ; it includes objects of artistic interest. It takes effect whether the property is settled or not. The duty only becomes chargeable when the property is sold, and then only in respect of the last death (Finance (1909–10) Act, 1910, s. 63).

358. ——. For the purpose of relief from estate duty under the Finance Act, 1894, 57 & 58 Vict. c. 30, secs. 5 (2) and 21 (1), in the case of persons dying on or after April 30, 1909, payment of or liability to duty, whether the payment was made, or the liability attached, before, on, or after that date, is not deemed to be a payment of, or liability to, duty in respect of settled property if the payment is made or the liability attached in respect of an interest in expectancy in property on the death of a person other than the settlor (Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, s. 55).

359. ——. In cases under sec. 16 (1) of the Finance Act, 1894, where it is claimed that a fixed duty is payable owing to the property being under £300 or £500, a deduction is allowed for any charge in respect of unpaid purchase money, or in respect of an advance for the purpose of purchase (Finance (1909–10) Act, 1910, s. 61 (2)).

359. ——. Section 7 (5) of the Finance Act, 1894, does not apply to persons dying on or after April 30, 1909. In such cases the commissioners are to fix the price of the property according to the market price at the date of death, without any reduction on the assumption that the whole property is to be placed on the market at the same time. They may, however, allow for depreciation owing to the death of the deceased, where such is proved to exist.

The appeal under sec. 10 of the Finance Act, 1894, is taken away where the question in dispute is one of the value of any real (including leasehold) property, and an appeal in accordance with Part I. of the Act of 1910 is substituted (see LAND TAXES herein) (Finance (1909–10) Act, 1910, s. 60).

The proviso as to agricultural property contained in sec. 7 (5) of the Finance Act, 1894, continues to apply to tenancies from year to year, including tenancies subject or deemed to be subject to statutory conditions under the Land Law (Ireland) Acts, and for determining the gross value or the net value of property for the purpose of sec. 16 of the Finance Act, 1894, which relates to small estates (Finance (1909–10) Act, 1910, s. 61 (1)).

For the purpose of estimating the principal value under sec. 7 (5) of the Finance Act, 1894 of agricultural property which comprises cottages occupied by persons employed solely for agricultural purposes in connection with the property, no account is to be taken of any value attributable to the fact that the cottage is suitable for the residential purposes of persons other than agricultural labourers or workmen on the estate (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 18).

359. ——. The exemption contained in sec. 21 (1) of the Finance Act, 1894, is limited to property settled at the date when the liability to probate duty arose. The will or disposition must be made by the person on whose property the duty is paid or payable. It is not enough to show that the property is settled by some other instrument, or that it is subject to a covenant to settle (*In re Torrington*, [1913] 2 Ch. 623; 83 L. J. Ch. 8).

360. ——. Increment value duty is reckoned as a debt for the purpose of deductions in calculating the amount of principal value of an estate (Finance (1909–10) Act, 1910, s. 62).

360. ——. No allowance is to be made in determining the value of a deceased's estate for the purpose of estate duty in respect of debts or incumbrances incurred or created wholly or partly for the purchase, acquisition, or extinction, by operation of law or otherwise, of any interest in expectancy within the meaning of the Finance Act, 1894, in any property passing or deemed to pass on the death of a person dying after April 25, 1910, if the person whose interest is so purchased, acquired, or extinguished becomes, under disposition made by, or through devolution of law from, or under the intestacy of the deceased, entitled to any interest in the property. It is, however, provided that if only part of such debt or incumbrance is incurred or created for such purpose or consideration, the provision only applies to that part of the debt or incumbrance; and if the person whose interest is purchased, acquired, or extinguished becomes entitled to an interest in only part of the property, the provision applies only to a proportionate part of the whole debt or incumbrance (Finance (1909–10) Act, 1910, s. 57).

361. ——. To the list of British possessions add :—Yukon Territory —January 10, 1910.

361. ——. By the Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, sec. 54, and Schedule II., estate duty is levied according to the following scale in the case of persons dying on or after April 30, 1909 :—

Where the principal value of the estate				Estate duty shall be payable at the rate per cent. of
	£		£	
Exceeds	100	and does not exceed	500	1
”	500	” ”	1,000	2
”	1,000	” ”	5,000	3
”	5,000	” ”	10,000	4
”	10,000	” ”	20,000	5
”	20,000	” ”	40,000	6
”	40,000	” ”	70,000	7
”	70,000	” ”	100,000	8
”	100,000	” ”	150,000	9
”	150,000	” ”	200,000	10
”	200,000	” ”	400,000	11
”	400,000	” ”	600,000	12
”	600,000	” ”	800,000	13
”	800,000	” ”	1,000,000	14
”	1,000,000			15

Where an interest in expectancy within the meaning of Part I. of the Act (see LAND TAXES herein) was *bona fide* sold or mortgaged for full consideration in money or money's worth before April 30, 1909, no more other duty is payable by the purchaser or mortgagor when the interest falls into possession than would have been payable had the provisions of the Act as to death duties not been passed. In the case of a mortgage, any higher duty payable by the mortgagor ranks as a charge subsequent to that of the mortgagee (s. 64).

362. ——. Line 18 from foot, for $1\frac{1}{2}$ read $\frac{1}{2}$.

362. ——. Line 5 from foot, *for* "[1903] 1 Ch." *read* "[1893] 1 Ch."

362. ——. If an estate, in respect of which estate duty is payable on the death of a person dying on or after April 30, 1909, comprises land on which timber, trees, wood, or underwood are growing, the value of such timber, &c., is not taken into account in estimating the principal value of the estate or the rate of estate duty, and estate duty is not payable thereon. Estate duty is, however, payable, at the rate due to the principal value of the estate, on the net moneys (if any), after deducting all necessary outgoings since the death of the deceased, which may from time to time be received from the sale of the timber, &c., when felled or cut during the period which elapses until the land, on the death of some other person, again becomes liable, or would, but for this provision, have become liable to estate duty. The owners or trustees of the land must account for and pay the duty as and when such moneys are received, together with interest at the rate of 3 per cent. per annum from the date of the receipt of such moneys. The above provisions take the place of section 61 (5), paragraph 1 of the (1909–10) Act and section 19 of the Finance Act, 1911 (Finance Act, 1912, 2 & 3 Geo. v. c. 8. s. 9). These provisions apply to succession duty, but not so as to alter the rate ((1909–10) Act s. 61).

362. ——. If the general personal estate is insufficient, estate duty on personalty, which is payable by the executor and is a testamentary expense, is payable out of undisposed-of realty in priority to specifically bequeathed personalty (*In re Pullen ; Parker* v. *Pullen*, [1910] 1 Ch. 564 ; 79 L. J. Ch. 303).

362. ——. An appointment by will in exercise of a special power under a settlement of a sum " of the clear amount and value " exempts the specified sum from estate duty, which must be paid out of the residue of the settled fund (*In re Coxwell's Settlement ; Kinloch-Cooke* v. *Public Trustee*, [1910] 1 Ch. 63 ; 79 L. J. Ch. 62).

362. ——. In *In re Culverhouse*, [1896] 2 Ch. 251, the estate duty on leaseholds specifically bequeathed was held to be payable out of the testator's general personal estate under the Finance Act, 1894, and not as stated in the text.

362. ——. As to the incidence of estate duty on realty on trust for conversion where there has been a failure of the objects of the trust, see *In re Grimthorpe ; Beckett* v. *Grimthorpe*, [1908] 2 Ch. 675 ; 78 L. J. Ch. 20.

362. ——. Where a testatrix with a general power of appointment over a fund only exercised it in a very limited manner and directed that her executors should pay her testamentary expenses, the estate duty on the unappointed fund was held not to be a "testamentary expense," and the executors were held to be entitled to be repaid the amount of the duty out of the fund (*Porte* v. *Williams*, [1911] 1 Ch. 188; 80 L. J. Ch. 127). Estate duty on a *donatio mortis causa* is not a "testamentary expense," and is therefore payable by the donee, even where the will directs that testamentary expenses be paid out of the donor's estate (*In re Hudson; Spencer* v. *Turner*, [1911] 1 Ch. 206; 80 L. J. Ch. 129).

362. ——. Property over which a testator has exercised a general power of appointment by will does not "pass to the executor as such" within sec. 9 (1) of the Finance Act, 1894, and estate duty is therefore payable out of the appointed property, and not out of the residuary estate (*In re Dodson; Gibson* v. *Dodson*, [1907] 1 Ch. 284; 76 L. J. Ch. 182). In *In re Orlebar; Wynter* v. *Orlebar*, [1908] 1 Ch. 136; 77 L. J. Ch. 54, Neville, J., declined to follow the above decision, and held that the duty was payable out of the testator's general personal estate. The latter view was upheld by the Court of Appeal in *In re Hadley; Johnson* v. *Hadley*, [1909] 1 Ch. 20; 78 L. J. Ch. 254.

362. ——. In *In re Charlesworth's Trusts; Tew* v. *Briggs*, [1912] 1 Ch. 319; 81 L. J. Ch. 267, a fund was settled on the settlor for life and after his death to his wife for life, and after the death of the survivor of himself and his wife, as to part of the fund to such persons as his wife should appoint by will; the remaining portion of the fund was directed to become part of the settlor's residuary estate. On the death of the wife who survived the settlor, it was held that the estate duty, which had been paid on the death of the settlor, should be apportioned between the appointees under the wife's will and the residuary legatees.

363. ——. As to apportionment of estate duty under sec. 14 (1) of the Finance Act, 1894, 57 & 58 Vict. c. 30, see *Alexander's Will Trustees* v. *Alexander's Settlement Trustees*, [1910] S. C. 637; *In re Hartland; Banks* v. *Hartland*, [1911] 1 Ch. 459; 80 L. J. Ch. 305.

363. ——. A *donatio mortis causa* is property which does not pass to the executor as such with sec. 9 (1) of the Finance Act, 1894 (*In re Hudson; Spencer* v. *Turner*, [1911] 1 Ch. 206; 80 L. J. Ch. 129).

363. ——. Where an heir-at-law died intestate without having paid estate duty, the unpaid duty was held to be an equitable charge within the Real Estates Charges Act, 1877 (*In re Bowerman; Porter* v. *Bowerman*, [1908] 2 Ch. 340; 77 L. J. Ch. 594).

363. ——. Where a reversionary interest expectant on the death of the widow of the testator arising under his marriage settlement, passes to his executors on his death, the estate duty is payable by the executors out of the general residue, and not by the trustees out of the trust funds (*In re Avery; Pinsent* v. *Avery*, [1913] 1 Ch. 208; 82 L. J. Ch. 434, overruling *In re Dixon; Penfold* v. *Dixon*, [1902] 1 Ch. 248; 71 L. J. Ch. 96).

Where a father becomes a party to a marriage settlement of one of his children, and covenants to pay at his death a certain sum to the trustees of the marriage settlement, the settlement estate duty on that sum is payable by the trustees of the settlement, and not by the executors of the father (*Dundas' Trustees* v. *Dundas' Trustees*, [1912] S. C. 375).

364. ——. Settlement estate duty is now levied at the rate of 2 per cent. in the case of persons dying on or after April 30, 1909 (Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, s. 54).

364. ——. A settlement was made by a voluntary deed under which the settlor retained no benefit less than three years before the death of the settlor. The trust was for the son of the settlor for life and other persons after his death. The son survived the settlor. On the settlor's death it was admitted that estate duty was payable under sec. 2 (1) (*c*) of the Finance Act, 1894, but it was held that sec. 5 of the same Act did not render the property liable to settlement estate duty (*Att.-Gen.* v. *Milne*, [1913] 2 K. B. 606; 82 L. J. K. B. 773).

365. ——. Where a testator devised and bequeathed an estate to trustees on trust to allow A. to receive the income as long as A. was competent to control and manage the estate, and from the time A. ceased to be so competent on trust to pay A. so much of the income as they considered right, and to pay the balance of the income to the persons who would have been entitled if A. had been dead, legacy duty was held payable on all sums paid to or for the benefit of A. from the time that the trustees took possession of the estate on A.'s becoming incompetent (*Att.-Gen.* v. *Wade*, [1910] 1 K. B. 703; 79 L. J. K. B. 569).

366. ——. The legacy and succession duties, fixed by the Stamp Act, 1815, 55 Geo. III. c. 184, and the Succession Duty Act, 1853, 16 & 17 Vict. c. 51, respectively at 3 per cent. are now levied at 5 per cent., and those fixed at 5 per cent. and 6 per cent. are levied at 10 per cent. (Finance (1909–10) Act, 1910, s. 58).

The 1 per cent. duty on legacies and successions to lineal ancestors or descendants is reimposed, and is extended to husbands and wives. The only exemptions now allowed are the following:—(1) That allowed by sec. 16 (3) of the Finance Act, 1894 (see Vol. IV. p. 367, exemption No. 7, and p. 372, exemption No. 5 (*b*), and *supra* herein). (2) Where the principal value of the property passing and liable to estate duty (excluding property in which the deceased never had an interest and property of which he was never competent to dispose, and which on his death passes to persons other than the husband or wife or lineal ancestors or descendants) does not exceed £15,000, no legacy or succession duty is payable. (3) Where the total legacies or successions derived by the same person from the testator, intestate, or predecessor do not exceed £1000, no legacy or succession duty is payable. (4) Where the person taking the legacy or succession is the widow or a child under twenty-one of the testator, intestate, or predecessor, and the legacies or successions derived by the same person from him do not exceed £2000, no legacy or succession duty is payable.

For the purpose of the section "deceased" means, in the case of a legacy, the testator, including a person making a *donatio mortis causa* or intestate; in the case of a succession arising through devolution by law, the person on whose death the succession arises; in the case of a succession arising under a disposition, the person on whose death the first succession thereunder arises. "Legacy" includes residue and share of residue. The section only applies where the testator died or the succession or first succession arose on or after April 30, 1909 (Finance (1909–10) Act, 1910, s. 58).

367. ——. Line 17, *for* "property settled by will," *read* "property settled otherwise than by will."

367. ——. For exemption of objects of national, scientific, historic, and artistic interest, see p. 139, *supra*.

368. ——. Last line, *for* "88," *read* "888."

368. ——. Paragraph (*c*) on this page was held to apply in a case where there was a gift of residue to a life tenant, with remainder to a class all of whom might fail and so produce an intestacy (*In re Duppa ; Fowler* v. *Duppa*, [1912] 2 Ch. 445 ; 81 L. J. Ch. 737).

369. ——. The provisions of the Finance (1909–10) Act, 1910, as to succession duty are dealt with *supra*, under legacy duty.

369. ——. As to succession duty on woodlands, see p. 141, *supra.*

371. ——. For exemption of objects of national, scientific, historic, and artistic interest, see p. 170, *supra.*

372. ——. Lines 10 and 11, *for* "property settled by will," *read* "property settled otherwise than by will."

373. ——. Estate duty is not a mere substitution for probate duty, and therefore where by a will made before the passing of the Finance Act, 1894, the trustees had power to raise the amount of probate duty payable, they were held to have no power to raise the amount of estate duty payable (*In re Boxer ; Morris* v. *Woore*, [1910] 2 Ch. 69 ; 79 L. J. Ch. 492).

377. ——. The Commissioners have power, on the application of persons liable to pay estate, settlement estate, or succession duty on real (including leasehold) property, to accept in whole or part satisfaction of the duty such part of the property as they may agree on with the person liable. No stamp duty is payable on the transfer to the Commissioners, who may hold the property and deal with it as Parliament may determine (Finance (1909–10) Act, 1910, s. 56).

379. Death, Proof of.—The registers of births, deaths, and marriages kept by the Society of Friends before July 1, 1837, became statutory evidence on being deposited at Somerset House under the Non-Parochial Registers Act, 1840. They were not evidence at common law, and can only be proved by producing the original register or a sealed certificate under sec. 9. An extract from the Society's digest of the registers, certified by the Clerk, is not admissible (*In re Woodward ; Kenway v. Kidd*, [1913] 1 Ch. 392 ; 82 L .J. Ch. 230).

379. ——. As to presumption of death without issue, see Recovery of Land, Vol. XII. p. 459.

380. ——. Where there is no doubt as to the death, the proper course is to apply for a grant of probate in the common form on an affidavit, swearing that the deceased died on the earliest or latest possible date or on some date between them (*In the Goods of Long-Sutton*, [1912] P. 97 ; 81 L. J. P. 28).

380. ——. Where it is considered advisable to alter the usual form of oath of death in an ordinary case of *commorienties*, the application should be made in common form to the registrar and not by motion (*In the Goods of Roby*, [1913] P. 6 ; 82 L. J. P. 21).

382. Debenture.—As to the application of the Joint Stock Companies Arrangement Act, 1870, to debentures, see *Shaw* v. *Royce Ltd.*, [1911] 1 Ch. 138 ; 80 L. J. Ch. 163, cited under Companies herein, p. 84.

383. ——. The decision in *Speyer* v. *Inland Revenue Commissioners*, [1907] 1 K. B. 246, was affirmed in the House of Lords, see [1908] A. C. 92 ; 77 L. J. K. B. 302.

383. ——. A condition contained in any debentures or in any deed for securing any debentures, whenever issued or executed, is not invalid by reason only that thereby the debentures are made irredeemable or redeemable only on the happening of a contingency, however remote, or on the expiration of a period, however long (Companies (Consolidation) Act, 1908, 8 Edw. vii. c. 69, s. 103).

387. ——. A contract with a company to take up and pay for any debentures of the company may be enforced by an order for specific performance (1908, s. 105).

388. ——. Conditions printed on the back of a certificate, and not referred to on the face, do not constitute a contract between the holder and the company (*In re Dunderland Iron Ore Co.*, [1909] 1 Ch. 446 ; 78 L. J. Ch. 237).

389. ——. After *In re Chicago and North-Western Granaries Co.*, [1898] 1 Ch. 263, add a reference to *In re Tewkesbury Gas Co.; Tysoe* v. *Tewkesbury Gas Co.*, [1912] 1 Ch. 1 ; 80 L. J. Ch. 590, 723.

389. ——. In a case where the trust deed contains the ordinary majority clause, the Court will not allow a majority to act unfairly towards a minority, but apart from this each debenture holder may in the event of any alteration being proposed in the trust deed, vote so as to procure the greatest advantage to himself. It is also perfectly legal to offer one or a class of debenture holders who have special interests exceptional terms in order to induce them to agree to an alteration, provided such inducement is openly announced to all the debenture holders (*Goodfellow* v. *Nelson Line* (*Liverpool*) *Ld.*, [1912] 2 Ch. 324 ; 81 L. J. Ch. 564).

389. ——. Where a trust deed gave the debenture holders power by extraordinary resolution to sanction alterations in the rights of the debenture holders against the company or the trust property, whether under the debentures or under the trust deed, it was held that a majority of the debenture holders might, by resolution, passed in accordance with the provisions of the trust deed, convert redeemable debentures into irredeemable or perpetual debentures (*Northern Assurance Co.* v. *Farnham United Breweries*, [1912] 2 Ch. 125 ; 81 L. J. Ch. 358).

389. ——. As to clogging the equity of redemption, see further *sub-tit.* Mortgage, Vol. IX. p. 322, and herein.

390. ——. Where a company is being wound up, a floating charge on the undertaking or property of the company created within three months of the commencement of the winding-up is, unless it is proved that the company immediately after the creation of the charge was solvent, invalid, except to the amount of any cash paid to the company at the time of or subsequently to the creation of, and in consideration for, the charge, together with interest on that amount at the rate of 5 per cent. per annum (1908, s. 212). A payment made on account of the consideration of a charge is made "at the time of" the creation of the charge, although made a few days before its execution (*In re Columbian Fireproofing Co. Ltd.*, [1910] 2 Ch. 120 ; 79 L. J. Ch. 583).

In *In re Orleans Motor Co. Ltd.*, [1911] 2 Ch. 41; 80 L. J. Ch. 477, directors of a company had guaranteed the company's overdraft for £2000. They advanced the company £1500 towards the reduction of the overdraft, and the directors shortly afterwards passed a resolution that debentures be issued to the directors to the amount of their advances. Within three months the company was wound up. These debentures were held invalid under the section, on the ground that the moneys did not go to swell the assets of the company, but to secure a past debt.

390. ——. The holder of a debenture creating a floating charge may issue a writ to protect his interest before the principal has become due. If, at the hearing, the principal has become due, the Court may order the realisation of the security (*In re Carshalton Park Estate; Turnell* v. *Carshalton Park Estate*, [1908] 2 Ch. 62; 77 L. J. Ch. 550).

390. ——. A mortgage held by an unpaid vendor has priority over a floating charge previously granted by a company irrespective of whether the vendor has or has not notice. The particulars registered pursuant to sec. 14 of the Act of 1900 (now sec. 93 of the Act of 1908) amount to constructive notice of a charge affecting the property, but not of any special provisions restricting the company from dealing with the property in the usual manner when the charge is a floating security (*Wilson* v. *Kelland*, [1910] 2 Ch. 306; 79 L. J. Ch. 580).

390. ——. In *In re Connolly Brothers Ltd.; Wood* v. *Connolly Brothers Ltd.*, [1912] 2 Ch. 25; 81 L. J. Ch. 517, a company issued debentures on the security of its property, present and future. Subsequently the company borrowed money for the specific purpose of purchasing further property. The company agreed to give the lender of this money a charge on the property purchased, and the solicitor, who acted for all parties, stated in evidence that he took charge of the deeds of the property on behalf of the lender. Under these circumstances the lender was held to have a prior claim to the debenture holders, although the debentures contained a condition that the company should not create any other mortgage or charge in priority to the debentures.

390. ——. A company borrowed money under a debenture stock trust deed, which gave to the trustees a specific charge on certain freehold property and a floating charge on all the assets of the company both present and future. The company subsequently bought further freehold property and then issued a second series of debentures. The second debenture trust deed charged all the freehold property of the company, including that covered by the first deed and also the additional property which it had bought, subject to the provisions of the first trust deed. It was held that the security of the debenture holders under the second deed was postponed to that of the debenture holders under the first deed, as regards the additional freehold property included therein (*In re Stephenson & Co.; Poole* v. *The Company*, [1913] 2 Ch. 201).

392. ——. A brewery company issued debentures secured by a trust-deed specifically mortgaging certain freehold and leasehold properties, and creating a floating charge on all the assets of the company. They then assigned to their bankers certain book debts, including rents in arrear in respect of certain properties, some of which were specifically mortgaged, and some not, and certain drawbacks owing from the Crown. The bankers gave notice to the tenants and to the shipping agents, but not to the Crown. A receiver and manager was subsequently appointed on behalf of the debenture holders, who gave notice to the tenants and to the Crown. The rents in arrear of the properties specifically mortgaged were held to belong to the debenture holders, but the rents of the properties not specifically mortgaged and the drawbacks to belong to the assignees (*In re Ind, Coope & Co. Ltd.; Fisher* v. *Ind, Coope & Co. Ltd.*, [1911] 2 Ch. 223; 80 L. J. Ch. 661).

393. ——. Section 43 of the Act of 1862 is replaced by secs. 100 and 101 of the Act of 1908, which are as follows :—

Section 100.—(1) Every limited company shall keep a register of mortgages, and enter therein all mortgages and charges specifically affecting property of the company, giving in each case a short description of the property mortgaged or charged, the amount of the mortgage or charge, and (except in the case of securities to bearer) the names of the mortgagees or persons entitled thereto.

(2) If any director, manager, or other officer of the company knowingly and wilfully authorises or permits the omission of any entry required to be made in pursuance of this section, he shall be liable to a fine not exceeding £50.

Section 101.—(1) The copies of instruments creating any mortgage or charge requiring registration under this Act with the registrar of companies, and the register of mortgages kept in pursuance of the last foregoing section, shall be open at all reasonable times to the inspection of any creditor or member of the company without fee, and the register of mortgages shall also be open to the inspection of any other person on payment of such fee, not exceeding one shilling for each inspection, as the company may prescribe.

(2) If inspection of the said copies or register is refused, any officer of the company refusing inspection, and every director and manager of the company authorising or knowingly and wilfully permitting the refusal, shall be liable to a fine not exceeding £5, and a further fine not exceeding £2 for every day during which the refusal continues; and, in addition to the above penalty as respects companies registered in England or Ireland, any judge of the High Court sitting in chambers, or the judge of the Court exercising the Stannaries jurisdiction in the case of companies subject to that jurisdiction, may, by order, compel an immediate inspection of the copies or register.

Section 102 provides for the inspection of the register of debenture holders by debenture and shareholders, and for their right to copies of the trust-deed.

393. ——. Section 14 of the Companies Act, 1900, is replaced by sec. 93 of the Companies (Consolidation) Act, 1908, 8 Edw. VII. c. 69, which provides :—

(1) Every mortgage or charge created after the first day of July nineteen hundred and eight by a company registered in England or Ireland and being either—

(*a*) a mortgage or charge for the purpose of securing any issue of debentures; or

(*b*) a mortgage or charge on uncalled share capital of the company; or

(*c*) a mortgage or charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale; or (*d*) a mortgage or charge on any land, wherever situate, or any interest therein; or

(*e*) a mortgage or charge on any book debts of the company; or

(*f*) a floating charge on the undertaking or property of the company,

shall, so far as any security on the company's property or undertaking is thereby conferred, be void against the liquidator and any creditor of the company, unless the prescribed particulars of the mortgage or charge, together with the instrument (if any) by which the mortgage or charge is created or evidenced, are delivered to or received by the registrar of companies for registration in manner required by this Act within twenty-one days after the date of its creation (*i.e.* the date of formal execution (*In re Columbian Fireproofing Co. Ltd.*, [1910] 2 Ch. 120; 79 L. J. Ch. 583, and not the date on which money is advanced under the instrument (*Esberger* v. *Capital and Counties Bank*, [1913] 2 Ch. 366; 82 L. J. Ch. 576), but without prejudice to any contract or obligation for repayment of the money thereby secured, and when a mortgage or charge becomes void under this section the money secured thereby shall immediately become payable:

Provided that—

(i.) in the case of a mortgage or charge created out of the United Kingdom comprising solely property situate outside the United Kingdom, the delivery to and the receipt by the registrar of a copy of the instrument by which the mortgage or charge is created or evidenced, verified in the prescribed manner, shall have the same effect for the purposes of this section as the delivery and receipt of the instrument itself, and twenty-one days after the date on which the instrument or copy could, in due course of post, and if despatched with due diligence, have been received in the United Kingdom, shall be substituted for twenty-one days after the date of the creation of the mortgage or charge, as the time within which the particulars and instrument or copy are to be delivered to the registrar; and

(ii.) where the mortgage or charge is created in the United Kingdom but comprises property outside the United Kingdom, the instrument creating or purporting to create the mortgage or charge may be sent for registration notwithstanding that further proceedings may be necessary to make the mortgage or charge valid or effectual according to the law of the country in which the property is situate; and

(iii.) where a negotiable instrument has been given to secure the payment of any book debts of a company, the deposit of the instrument for the purpose of securing an advance to the company shall not for the purposes of this section be treated as a mortgage or charge on those book debts; and

(iv.) the holding of debentures entitling the holder to a charge on land shall not be deemed to be an interest in land.

(2) The registrar shall keep, with respect to each company, a register in the prescribed form of all the mortgages and charges created by the company after the first day of July nineteen hundred and eight and requiring registration under this section, and shall, on payment of the prescribed fee, enter in the register, with respect to every such mortgage or charge, the date of creation, the amount secured by it, short

particulars of the property mortgaged or charged, and the names of the mortgagees or persons entitled to the charge.

(3) Where a series of debentures containing, or giving by reference to any other instrument, any charge to the benefit of which the debenture holders of that series are entitled *pari passu* is created by a company, it shall be sufficient if there are delivered to or received by the registrar within twenty-one days after the execution of the deed containing the charge, or, if there is no such deed, after the execution of any debentures of the series, the following particulars :—

(*a*) The total amount secured by the whole series ; and
(*b*) the dates of the resolutions authorising the issue of the series and the date of the covering deed, if any, by which the security is created or defined ; and
(*c*) a general description of the property charged ; and
(*d*) the names of the trustees, if any, for the debenture holders ;

together with the deed containing the charge, or, if there is no such deed, one of the debentures of the series, and the registrar shall, on payment of the prescribed fee, enter those particulars in the register :

Provided that, where more than one issue is made of debentures in the series, there shall be sent to the registrar for entry in the register particulars of the date and amount of each issue, but an omission to do this shall not affect the validity of the debentures issued.

(4) Where any commission, allowance, or discount has been paid or made either directly or indirectly by the company to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any debentures of the company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any such debentures, the particulars required to be sent for registration under this section shall include particulars as to the amount or rate per cent. of the commission, discount, or allowance so paid or made, but an omission to do this shall not affect the validity of the debentures issued :

Provided that the deposit of any debentures as security for any debt of the company shall not for the purposes of this provision be treated as the issue of the debentures at a discount.

(5) The registrar shall give a certificate under his hand of the registration of any mortgage or charge registered in pursuance of this section, stating the amount thereby secured, and the certificate shall be conclusive evidence that the requirements of this section as to registration have been complied with. (See *In re Yolland, Husson & Birkett, Ltd.* ; *Leicester* v. *Yolland, Husson & Birkett, Ltd.*, [1908] 1 Ch. 152 ; 77 L. J. Ch. 43 ; *Cunard S. S. Co.* v. *Hopwood*, [1908] 2 Ch. 564 ; 77 L. J. Ch. 785.)

(6) The company shall cause a copy of every certificate of registration given under this section to be endorsed on every debenture or certificate of debenture stock which is issued by the company, and the payment of which is secured by the mortgage or charge so registered :

Provided that nothing in this subsection shall be construed as requiring a company to cause a certificate of registration of any mortgage or charge so given to be endorsed on any debenture or certificate of debenture stock which has been issued by the company before the mortgage or charge was created.

(7) It shall be the duty of the company to send to the registrar for registration the particulars of every mortgage or charge created by the

company and of the issues of debentures of a series, requiring registration under this section, but registration of any such mortgage or charge may be effected on the application of any person interested therein.

Where the registration is effected on the application of some person other than the company, that person shall be entitled to recover from the company the amount of any fees properly paid by him to the registrar on the registration.

(8) The register kept in pursuance of this section shall be open to inspection by any person on payment of the prescribed fee, not exceeding one shilling for each inspection.

(9) Every company shall cause a copy of every instrument creating any mortgage or charge requiring registration under this section to be kept at the registered office of the company: Provided that, in the case of a series of uniform debentures, a copy of one such debenture shall be sufficient.

Quære whether under this section it is necessary to register an agreement to give a floating charge where no debenture is in fact issued (*In re Orleans Motor Car Co. Ltd.*, [1911] 2 Ch. 41; 80 L. J. Ch. 477).

As to what amounts to a charge on the book debts of a company under sec. 93 (1) (*e*) (*supra*), see *Ladenburg* v. *Goodwin*, [1912] 3. K. B. 275; 81 L. J. K. B. 1174.

Section 99 of the same Act provides penalties for default in complying with the requirements as to registration.

396. ——. *Cornbrook Brewery Co.* v. *Law Debenture Corporation*, [1904] 1 Ch. 103, was distinguished in *Bristol United Breweries* v. *Abbot*, [1908] 1 Ch. 279; 77 L. J. Ch. 136. In the latter case the trustees for the debenture holders sold property and reinvested the money in real estate under the powers of the trust-deed. The company not being a party to the conveyance, it was held not to need registration.

397. ——. A debenture issued after January 1, 1901, which gives the holder the benefit of a charge contained in a trust-deed executed before that date is not void as regards the security on the company's property, if not registered (*In re New London and Suburban Omnibus Co.; Appleyard* v. *New London and Suburban Omnibus Co.*, [1908] 1 Ch. 621; 77 L. J. Ch. 358).

397. ——. The right to apply for an extension of time for the registration of debentures, given by sec. 15 of the Companies Act, 1900, is preserved by the operation of sec. 38 (2) of the Interpretation Act, 1889 (*In re Lush & Co.*, 1913, 108 L. T. 450).

399. ——. The following provisions as to re-issuing debentures are contained in sec. 104 of the Act of 1908. Where either before or after the passing of the Act a company has redeemed any debentures previously issued, the company, unless the articles or the conditions of issue expressly otherwise provide, or unless the debentures have been redeemed in pursuance of any obligation on the company so to do (not being an obligation enforceable only by the person to whom the redeemed debentures were issued or his assigns), shall have power, and shall be deemed always to have had power, to keep the debentures alive for the purposes of re-issue, and where a company has purported to exercise such a power the company shall have power, and shall be deemed always to have had power, to re-issue the debentures either by re-issuing the same debentures or by issuing other debentures in their place, and upon such a re-issue the person entitled to the debentures shall have, and shall be deemed always to have had, the same rights and priorities as if the debentures had not previously been issued.

Where with the object of keeping debentures alive for the purpose of re-issue they have either before or after the passing of the Act been transferred to a nominee of the company, a transfer from that nominee shall be deemed to be a re-issue for the purposes of this section.

Where a company has either before or after the passing of the Act deposited any of its debentures to secure advances from time to time on current account or otherwise, the debenture shall not be deemed to have been redeemed by reason only of the account of the company having ceased to be in debit whilst the debentures remained so deposited.

The re-issue of a debenture or the issue of another debenture in its place under the power by the section given to, or deemed to have been possessed by, a company, whether the re-issue or issue was made before or after the passing of the Act, shall be treated as the issue of a new debenture for the purposes of stamp duty, but it shall not be so treated for the purposes of any provision limiting the amount or number of debentures to be issued:

Persons lending money on the security of a debenture re-issued under the section which appears to be duly stamped may give the debenture in evidence in any proceedings for enforcing their security without payment of the stamp duty or any penalty in respect thereof, unless they had notice or, but for their negligence, might have discovered, that the debenture was not duly stamped, but in any such case the company shall be liable to pay the proper stamp duty and penalty.

Nothing in the section is to prejudice—

(*a*) The operation of any judgment or order of a Court of competent jurisdiction pronounced or made before the seventh day of March nineteen hundred and seven as between the parties to the proceedings in which the judgment was pronounced or the order made, and any appeal from any such judgment or order shall be decided as if the Act had not been passed; or

(*b*) Any power to issue debentures in the place of any debentures paid off or otherwise satisfied or extinguished, reserved to a company by its debentures or the securities for the same.

400. ——. The Court will not appoint a receiver on the ground of jeopardy where all that is shown is that the security for the debentures is insufficient, and it is not proved that there is any danger of outside creditors seizing the assets (*In re New York Taxi-Cab Co.; Sequin* v. *New York Taxi-Cab Co.*, [1913] 1 Ch. 1; 82 L. J. Ch. 41.)

400. ——. Debenture holders are not creditors so as to be entitled to present a winding-up petition (*In re Dunderland Iron Ore Co.*, [1909] 1 Ch. 446; 78 L. J. Ch. 237).

400. ——. A debenture contained a covenant by the company to pay the principal sum "on or after January 1, 1898," and further stated "the debentures to be paid off will be determined by ballot," and that the company would give six months' notice of repayment. A debenture holder gave notice after January 1, 1898, requiring the company to pay off the debenture, no drawings having been held and no debentures having been paid off. It was held that the debenture was presently due and payable, and that if the provision as to balloting was to mean that the debentures were only to be paid off at the option of the company it was void for repugnancy (*In re Tewkesbury Gas Co.; Tysoe* v. *Tewkesbury Gas Co.*, [1911] 2 Ch. 279; 80 L. J. Ch. 590; this case was affirmed in the Court of Appeal, see [1912] 1 Ch. 1; 80 L. J. Ch. 723).

402. ——. A receiver appointed by the Court in a debenture holders' action delivered goods to a customer in pursuance of a contract made before the date of his appointment. He then assigned the money payable by the customer to the respondents, and cancelled the contract. Notice of the assignment was not given till after the contract had been cancelled. The respondents having sued the customer for the money due under the contract, it was held that the customer was entitled to set off damages for the cancellation of the contract (*Parsons* v. *Sovereign Bank of Canada* [1913] A. C. 160; 82 L. J. P. C. 60).

402. ——. The question as to what proceedings a receiver appointed in a debenture holders' action may take at the cost of the company's assets is entirely in the discretion of the Court, which will act in the interests of all parties concerned. The fact that a debenture holder has a charge on the whole of the company's assets will not prevent the Court allowing the receiver to carry on proceedings against him in any other capacity at the cost of the assets of the company (*Viola* v. *Anglo-American Cold Storage Co.*, [1912] 2 Ch. 305; 81 L. J. Ch. 581).

402. ——. *Gardner* v. *London, Chatham, and Dover Railway*, 1867; L. R. 2 Ch. 201, was distinguished in *Saunders* v. *Bevan*, 1912, 107 L. T. 70, in which case the Crystal Palace Co. was held not to be a company formed for public purposes, and therefore its undertaking could be sold under an order of the Court.

403. ——. A receiver and manager appointed by debenture holders, who hold a floating charge over the assets of the company, must satisfy preferential claims forthwith out of any assets in his hands. If he does not do so, and carries on the business so as to result in a loss, he renders himself liable for a breach of his statutory duty under sec. 107 of the Companies (Consolidation) Act, 1908 (*Woods* v. *Winskill*, [1913] 2 Ch. 303; 82 L. J. Ch. 447).

403. ——. Where a receiver appointed by the Court in a debenture holder's action borrows money with the leave of the Court on the security of a first charge on the debenture assets for the purpose of carrying on the business, he is not personally liable unless he and the lender intended that he should be (*In re Boynton, Ltd.; Hoffmann* v. *Boynton, Ltd.*, [1910] 1 Ch. 519; 79 L. J. Ch. 247).

403. ——. A receiver and manager incurred trade liabilities to the extent of £900, against which he was entitled to be indemnified by the estate. His cash account was £400 short, which amount he was unable to pay. It was held that the trade creditors, and not the sureties to his bond, must bear the loss of £400 (*In re British Power Traction and Lighting Co. Ltd.*, [1910] 2 Ch. 470; 79 L. J. Ch. 666).

404. ——. If any person obtains an order for the appointment of a receiver or manager of the property of a company, or appoints such a receiver or manager under any powers contained in any instrument, he must within seven days from the date of the order or of the appointment give notice of the fact to the registrar of companies, and the registrar must, on payment of the prescribed fee, enter the fact in the register of mortgages and charges. Default entails liability to a fine not exceeding £5 for every day during which the default continues (1908, s. 94).

404. ——. See *Deyes* v. *Wood*, [1911] 1 Ch. 806; 80 L. J. K. B. 553, as to the position of a receiver. In the circumstances of that case he was held to be the agent of the debenture holders and entitled to remuneration from them.

406. ——. A receiver appointed by the Court in a debenture holders' action delivered goods to a customer of the company in pursuance of a contract made before the date of his appointment. He then assigned the money payable by the customer to the respondents, and cancelled the contract. Notice of the assignment was not given till after the contract had been cancelled. The respondents having sued the customer for the money due under the contract, it was held that the customer was entitled to set off damages for the cancellation of the contract (*Parsons* v. *Sovereign Bank of Canada,* [1913] A. C. 160; 82 L. J. P. C. 60).

406. ——. In *In re Midland Express Ltd.; Pearson* v. *Midland Express*, 1913, 58 S. J. 47; 30 T. L. R. 38, the company issued debentures which were charged by way of floating security on the assets of the company, and which were to rank *pari passu* "without any preference or priority over one another." The usual judgment having been obtained in a debenture holders' action, it appeared that interest on some of the debentures had been paid down to a later date than on others. Sargant, J., held that the assets could not be applied in first paying interest on those debentures on which interest had not been paid to the same date as on the others, but that the amount due to each debenture holder, in respect of principal and interest, should be ascertained, and the assets distributed proportionately to the amounts due.

407. ——. A winding-up order will not be refused merely because the assets have been mortgaged to an amount equal to or in excess of the assets, or because the company has no assets (1908, s. 141 (7)).

407. ——. A debenture holder against whom there is a claim cannot participate in any distribution of assets until the amount of his debt is ascertained, and if the trust-deed does not contain a condition protecting transferees from equities between the company and the transferor, the transferees are in no better position than the transferor (*In re Rhodesia Goldfields, Ltd.*, [1910] 1 Ch. 239; 79 L. J. Ch. 133).

411. ——. Where a company guarantees the payment of the principal and interest of debentures, and re-insures the risk or a part of it with another company, the second company is not relieved of its liability by the fact that the first company has made an arrangement with its creditors, or has gone into liquidation (*Law Guarantee Trust and Accident Society* v. *Munich Re-insurance Co*, [1912] 1 Ch. 138; 81 L. J. Ch. 188).

411. ——. Where a company guarantees to debenture holders the repayment of the principal moneys advanced by them, and a memorandum is attached to the debentures stating that the money has been advanced on the faith of the company's guarantee, the contract is one of suretyship and not of insurance. If the insurance company re-insures the risk the contract is one of indemnity. If a claim is made under the guarantee, and the insurance company goes into liquidation, the company's beneficial interest is limited to so much of its liability as it actually pays to the debenture holders (*In re Law Trust and Accident Society*, [1913] 2 Ch. 604; 82 L. J. Ch. 25).

438. Debt or Liability.—As to Bankruptcy Act, 1883, see further BANKRUPTCY, Vol. II. pp. 48, 49, and herein.

439. Debtors Act, 1869.—Add a reference to EXECUTION, Vol. V. p. 531.

439. ——. By sec. 1 of the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, any offence under the Debtor's Act, 1869, or any offence which may be dealt with as if it were an offence under that Act, alleged to have been committed by a person who has been adjudged bankrupt, may be prosecuted summarily. In such a case the maximum imprisonment with or without hard labour is six months. Summary proceedings may not be instituted after one year from the first discovery of the offence either by the Official Receiver or by the trustee in bankruptcy. In the case of proceedings instituted by a creditor the period is the same, and in no case may they be instituted more than three years after the commission of the offence (subsec. 1). Where the prosecution is under an order of the Court, made on the application of the Official Receiver and based on his report, the Board of Trade may, notwithstanding sec. 166 of the Bankruptcy Act, 1883, institute and carry on the prosecution, either themselves or through the Official Receiver, if or so long as the proceedings are carried on before a court of summary jurisdiction. The Board has power, should the circumstances render it desirable, to transfer the conduct of the proceedings to the Director of Public Prosecutions (subsec. 2).

439. ——. Where a receiving order is made against a debtor under sec. 103 (5) of the Bankruptcy Act, 1883, the Bankruptcy and Deeds of Arrangement Act, 1913, applies as if references to the presentation of a petition were read as references to the making of a receiving order (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, s. 41).

439. ——. A judgment summons under sec. 5 of the Debtors Act, 1869, 32 & 33 Vict. c. 62, must be served personally (County Court Rules, Order XXV. r. 25 (1)), but personal service is not necessary of the order of the Court for payment of the amount (*Haydon* v. *Haydon*, [1911] 2 K. B. 191; 80 L. J. K. B. 672).

439. ——. When an order for payment by instalments has been made, execution may issue under Order XLII. r. 24, in respect of any instalments which are due and unpaid. In such a case any judge of the High Court has jurisdiction to order execution to issue under sec. 61 of the Execution Act, 1844, 7 & 8 Vict. c. 96 (*Woodham Smith* v. *Edwards*, [1908] 2 K. B. 899; 77 L. J. K. B. 1056).

439. ——. As to payment of costs of unsuccessful bankruptcy petition, see *In re Drummond; Ex parte Ashmore*, [1909] 2 K. B. 622; 78 L. J. K. B. 935, cited *sub tit.* BANKRUPTCY herein.

439. ——. If a creditor of a deceased person takes an order requiring the executor to pay personally, he thereby destroys the fiduciary relationship between them, and cannot rely on the third exception of sec. 4 of the Debtors Act, 1869, so as to entitle him to an order of attachment on non-payment (*In re Thomas; Sutton* v. *Thomas*, [1912] 2 Ch. 348; 81 L. J. Ch. 603).

439. ——. A receiving order may be made under sec. 5 for default in payment of the taxed costs by a co-respondent in a divorce suit (*In re Hallman; Ex parte Ellis*, [1909] 2 K. B. 430; 78 L. J. K. B. 1009).

440. ——. The following is sec. 11 of the Debtors Act, 1869, as amended by subsequent enactments, including sec. 2 of the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34. This section as amended is contained in Schedule I. of the Act of 1913.

Any person adjudged bankrupt or in respect of whose estate a receiving order has been made shall, in each of the cases following, be deemed guilty of misdemeanour, and on conviction thereof shall be liable to imprisonment for any term not exceeding two years with or without hard labour; (that is to say)—

(1) If he does not to the best of his knowledge and belief fully and truly discover to the trustee all his property, real and personal, and how and to whom and for what consideration and when he disposed of any part thereof, except such part as has been disposed of in the ordinary way of his trade (if any) or laid out in the ordinary expense of his family, unless he proves that he had no intent to defraud:

(2) If he does not deliver up to the trustee, or as he directs, all such part of his real and personal property as is in his custody or under his control, and which he is required by law to deliver up, unless he proves that he had no intent to defraud:

(3) If he does not deliver up to the trustee, or as he directs, all books, documents, papers, and writings in his custody or under his control relating to his property or affairs, unless he proves that he had no intent to defraud:

(4) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he conceals any part of his property to the value of ten pounds or upwards, or conceals any debt due to or from him, unless he proves that he had no intent to defraud:

(5) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he fraudulently removes any part of his property to the value of ten pounds or upwards:

(6) If he makes any material omission in any statement relating to his affairs, unless he proves that he had no intent to defraud:

(7) If, knowing or believing that a false debt has been proved by any person under the bankruptcy, he fails for the period of a month to inform the trustee thereof:

(8) If, after the presentation of a bankruptcy petition by or against him, he prevents the production of any book, document, paper, or writing affecting or relating to his property or affairs, unless he proves that he had no intent to conceal the state of his affairs or to defeat the law:

(9) If, after the presentation of a bankruptcy petition by or against

him, or within six months next before such presentation, he conceals, destroys, mutilates, or falsifies, or is privy to the concealment, destruction, mutilation or falsification of any book or document affecting or relating to his property or affairs, unless he proves that he had no intent to conceal the state of his affairs or to defeat the law :

(10) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he makes, or is privy to the making of, any false entry in any book or document affecting or relating to his property or affairs, unless he proves that he had no intent to conceal the state of his affairs or to defeat the law :

(11) If, after the presentation of a bankruptcy petition by or against him, or within six months next before such presentation, he fraudulently parts with, alters, or makes any omission, or is privy to the fraudulently parting with, altering, or making any omission, in any document affecting or relating to his property or affairs :

(12) If, after the presentation of a bankruptcy petition by or against him, or at any meeting of his creditors within six months next before such presentation, he attempts to account for any part of his property by fictitious losses or expenses :

(13) If, within six months next before the presentation of a bankruptcy petition by or against him, or in the case of a receiving order made under sec. 103 of the Bankruptcy Act, 1883, before the date of the order, or after the presentation of a bankruptcy petition and before the making of a receiving order, he, by any false representation or other fraud, has obtained any property on credit and has not paid for the same :

(14) If, within six months next before the presentation of a bankruptcy petition by or against him, or in the case of a receiving order made under sec. 103 of the Bankruptcy Act, 1883, before the date of the order, or after the presentation of a bankruptcy petition and before the making of a receiving order, he obtains under the false pretence of carrying on business, and, if a trader, of dealing in the ordinary way of his trade, any property on credit and has not paid for the same, unless he proves that he had no intent to defraud :

(15) If, within six months next before the presentation of a bankruptcy petition by or against him, or in the case of a receiving order made under sec. 103 of the Bankruptcy Act, 1883, before the date of the order, or after the presentation of a bankruptcy petition and before the making of a receiving order, he pawns, pledges, or disposes of any property which he has obtained on credit and has not paid for, unless, in the case of a trader, such pawning, pledging, or disposing is in the ordinary way of his trade, and unless in any case he proves that he had no intent to defraud :

(16) If he is guilty of any false representation or other fraud for the purpose of obtaining the consent of his creditors or any of them to an agreement with reference to his affairs or to his bankruptcy.

For the purpose of this section, the expression "trustee" means the official receiver of the debtor's estate or trustee administering his estate for the benefit of his creditors.

440. ——. The onus of proving the absence of an intent to defraud, or of an intent to conceal, the state of his affairs or to defeat the law, lies upon the accused, and it is not necessary to allege in the indictment or information any such intent (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, s. 2 (1)).

440. ——. Six months is substituted for the period of four months in sec. 11 of the Debtors Act, 1869 (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, s. 2 (2)). Offences under paragraphs 13, 14, and 15 of sec. 11 of the Debtors Act, 1869, which are offences if committed within six months before the presentation of a bankruptcy petition, are offences if committed after the presentation of a petition and before the making of a receiving order (s. 2 (3)). In paragraphs 14 and 15 of sec. 11 of the Debtors Act, 1869, the words "being a trader" and the words "otherwise than in the way of his trade" in paragraph 15 are repealed, and the acts mentioned in those paragraphs are offences when committed by any person (s. 2 (4)). References to a trustee administering an estate for the benefit of creditors under sec. 11 of the Debtors Act, 1869, now include references to the official receiver (s. 2 (5)).

440. ——. Section 14 of the Debtors Act, 1869, relating to false claims by creditors, is extended to persons claiming to be creditors (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34 (s. 2 (6)).

440. ——. It is not obligatory on the Court in the absence of an application by the Official Receiver to make an order under sec. 16 of the Debtors Act, 1869, unless the Court considers not only that there is a reasonable probability of conviction, but also that a prosecution is desirable (Bankruptcy and Deeds of Arrangement Act, 1913, 2 & 4 Geo. v. c. 34, s. 2 (7)).

440. ——. Where a person has already been adjudged bankrupt or has made a composition or arrangement with his creditors, and is subsequently adjudged bankrupt, or if a receiving order is made in respect of his estate, he may be punished as if he had been guilty of an offence under sec. 11 of the Debtors Act, 1869, if, during the whole or any part of the previous two years, he has been engaged in any trade or business and has not kept proper books of account during the two years or such part thereof, and if so engaged at the date of the petition, whilst so engaged up to the date of the receiving order, or has not preserved all his books of account. A person may not be convicted for not preserving or keeping such accounts if his unsecured liabilities at the date of the receiving order do not exceed £100, or if he proves that in the circumstances the omission was honest and excusable (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, s. 3 (1)). Prosecutions under this section must be made on the order of the Court, and no prosecution can be instituted unless the receiving order is made more than two years after the commencement of the Act (s. 3 (2)). A person is deemed not to have kept proper books of account if he has not kept such books as are necessary to exhibit or explain his transactions and financial position, including a book or books containing entries from day to day of all cash received and cash paid, and, where the trade has involved dealings in goods, accounts of all goods sold and purchased and statement of annual stocktaking (s. 3 (3)). In paragraphs 9, 10, and 11 of sec. 11 of the Debtors Act, 1869, two years is substituted for six months (s. 3 (4)).

440. ——. A bankrupt or a person in respect of whose estate a receiving order has been made, is guilty of an offence punishable under sec. 11 of the Debtors Act, 1869, if, while engaged in any trade or business and while having outstanding at the date of the receiving order any debts contracted in the course of or for the purpose of such trade or business he; (*a*) has, within two years before the presentation of the petition, materially contributed to his insolvency by gambling or by rash and hazardous speculation, such gambling or speculation not being connected with his trade or business; (*b*) has, between the presentation of the petition and the receiving order, lost any part of his estate by such gambling or speculation; (*c*) fails to give a satisfactory explanation to the Official Receiver at any time or to the Court, during his public examination, of the loss of any substantial part of his estate incurred during the year previous to the presentation of the petition, or between that date and the receiving order. The financial position of the accused person at the time that he entered into the speculation is taken into consideration in determining whether the speculations were rash and hazardous (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, s. 4 (1)). Prosecutions under this section may only be instituted by order of the Court, and no prosecution may be instituted in the case where the receiving order is made within two years of the commencement of the Act (s. 4 (2)).

440. ——. Section 5 of the Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, repeals sec. 31 of the Bankruptcy Act, 1883, and enacts that an undischarged bankrupt who— (*a*) either alone or jointly with other persons obtains credit to the extent of £10 from any person, without informing him that he is an undischarged bankrupt; (*b*) engages in any trade or business under any other name than that under which he was adjudged bankrupt, without disclosing to all persons with whom he enters into any business transaction the name under which he was adjudicated bankrupt,—is guilty of an offence, and may be punished under sec. 11 of the Debtors Act, 1869.

443. Declaration of Trust.—A declaration of trust affecting an interest in land must be in writing, signed by the party entitled to declare the trust, in order to satisfy sec. 7 of the Statute of Frauds. A declaration of trust must be proved to be irrevocable. Where a trustee misappropriated trust funds and made notes of each misappropriation in the trust account book, inserting the name of his own house in such notes, it was held that there was no valid declaration of trust of the trustee's house in favour of the beneficiaries (*In re Cozens; Green* v. *Brisley*, [1913] 2 Ch. 478; 82 L. J. Ch. 421).

451. Declarations of Deceased Persons.—After *R.* v. *Jenkins*, L. R. 1 C. C. R. 187, add a reference to *R.* v. *Perry*, [1909] 2 K. B. 697; 78 L. J. K. B. 1034.

451. ——. Under sec. 17 of the Indictable Offences Act, 1848, a magistrate is to go to a person who is dangerously ill and take his deposition in the case of all persons charged with an indictable offence if it is practicable to do so. It is for the magistrate to decide whether it is practicable to do so or not, and the state of business in his Court is one of the factors he may take into account. If he cannot take the deposition, an application may be made under sec. 6 of the Criminal Law Amendment Act, 1867, 30 & 31 Vict. c. 35, to another magistrate to do so (*R.* v. *Bros; Ex parte Hardy*, [1911] 1 K. B. 159; 80 L. J. K. B. 147).

452. ——. An admission by a deceased workman that he is the father of an illegitimate child *en ventre sa mere*, and a statement that he is prepared to marry the mother, are not admissible to prove the dependency of the illegitimate child in a claim under the Workman's Compensation Act, 1906 (*Ward* v. *Pitt; Lloyd* v. *Powell Duffryn Steam Coal Co.*, [1913] 2 K. B. 130; 82 L. J. K. B. 533). [Reversed in House of Lords].

453. ——. Where a prisoner was being tried on a charge of having used an instrument on a woman with the object of procuring a miscarriage, it was held that a statement made by the woman, who had since died, that she had operated on herself, was not admissible in evidence (*R.* v. *Thompson*, [1912] 3 K. B. 19; 81 L. J. K. B. 892).

457. Deed.—In *Foundling Hospital* (*Governors*) v. *Crane*, [1911] 2 K. B. 367; 80 L. J. K. B. 853, A., the assignee of the lease of a dwelling-house, signed and sealed an undated document which purported to be an assignment of the lease to a Mrs. B. He delivered the document to his solicitors, who wrote to him as follows: "We acknowledge that you have to-day executed the assignment of your lease to Mrs. B. as an escrow, and that we are to retain it on your behalf until you send instructions to complete the deed. In the event of your dying before the deed is completed, we understand that we are to consider the deed as having been completed before your death, and to take what steps are necessary to vest the lease in Mrs. B., should she wish it. In the event of Mrs. B. dying before the assignment is completed, you will, of course, send us further instructions as to what is to be done with the premises." The document was signed by Mrs. B. at a date unknown, but probably about the same time as A. A. continued to occupy the house, retained the title deeds, paid the rent, rates and taxes, and had signed a deed which recited that the term was vested in him. He predeceased Mrs. B. On these facts the Court of Appeal held that the deed was never delivered either as a deed or an escrow, and that the document was a testamentary document, and not being attested in conformity with the Wills Act, 1837, was inoperative as such also.

457. ——. In order to re-deliver a deed by acknowledgment it is not necessary that the person making the acknowledgment should know that the deed is invalid (*In re Seymour; Fielding* v. *Seymour*, [1913] 1 Ch. 475; 82 L. J. Ch. 233). In that case A. executed a deed of gift of certain pictures in favour of her daughter by her attorney. The power of attorney was not sufficiently wide to render the deed valid. Subsequently A. had the deed read over to her by her solicitor, and asked him to keep it for her daughter. Shortly afterwards she sent him an inventory of the pictures, on the outside of which she had written that they were now the property of her daughter. The Court of Appeal held that there had been a re-delivery of the deed and that the pictures passed under it to the daughter.

459. ——. As to the defence of *non est factum* and as to the validity of one of two or more deeds on the same parchment, see *Bagot* v. *Chapman*, [1907] 2 Ch. 222; 76 L. J. Ch. 523; *Howatson* v. *Webb*, [1908] 1 Ch. 1; 77 L. J. Ch. 32.

459. ——. As to the effect of altering the date of a deed, see further *Rudd* v. *Bowles*, [1912] 2 Ch. 60; 81 L. J. Ch. 277.

464. Defamation.—In *Hulton* v. *Jones*, [1910] A. C. 20; 79 L. J. K. B. 198, the defendants published defamatory statements concerning A. J., a name chosen by the writer as being uncommon and intended to represent an imaginary person. It was admitted that the defendants had no intention of libelling the plaintiff, but the name chosen was the plaintiff's name, and friends of his stated in evidence that they thought the article referred to him. It was held that the plaintiff was entitled to recover damages.

466. ——. Words imputing an offence rendering a person liable to summary arrest, but punishable by fine only, are not actionable without proof of special damage (*Hellwig* v. *Mitchell*, [1910] 1 K. B. 609; 79 L. J. K. B. 270).

471. ——. An innuendo must represent the reasonable, natural, or necessary inference from the words complained of, regard being paid to the occasion and to the circumstances of their publication. A strained or improbable construction will not support an action for libel (*Stubbs* v. *Russell*, [1913] A. C. 386; 82 L. J. P. C. 98). In this case the defenders erroneously placed the name of the pursuer in a list of persons against whom decrees had been obtained in the Small Debt Courts. The list was headed by a note that stated that probably some of the decrees had been sisted, settled, or paid, and that in no case did the publication of the decree imply inability to pay on the part of any one named, or anything more than the fact that the entry published appeared in the Court books. The House of Lords held that the entry of the pursuer's name, when read in conjunction with the explanatory note, was incapable of bearing the defamatory meaning suggested in the innuendo, and that there was no case to go to the jury.

475. ——. A person who has been convicted under sec. 5 of the Libel Act, 1843, 6 & 7 Vict. c. 96, and who has been sentenced to the maximum period of one year allowed by that section, may be ordered to find sureties to keep the peace for a further specified period, or, in default of finding such securities, to be imprisoned during such further period (*R.* v. *Trueman*, [1913] 3 K. B. 164; 82 L. J. K. B. 916).

484. Deferred Stock.—*Delete* reference to PREFERRED STOCK.

491. Demise of the Crown.—On September 4, 1910, the Judicial Committee of the Privy Council decided that (*a*) Privy Councillors who have taken the Oath of Allegiance and the Judicial Oath, (*b*) Judges, Justices of the Peace, and other Judicial Officers who have taken the Oath of Allegiance and the Judicial Oath, and (*c*) Officers of the Crown who have taken the Official Oath, are not required by law to take those oaths again after the demise of the Crown.

492. Demurrage.—The decision in *The Marpessa*, 10 Asp. 232, was affirmed in the House of Lords, see [1907] A. C. 241; 76 L. J. P. 128.

495. ——. As to "weather working days" and detention by surf, see *Bennetts* v. *Brown*, [1908] 1 K. B. 490; 77 L. J. K. B. 515; *British and Mexican Shipping Co.* v. *Lockett*, [1911] 1 K. B. 264; 80 L. J. K. B. 462.

496. ——. Carters are not included in "any class of workmen essential to the discharge of the cargo" within the meaning of a strike clause in a charter-party (*Langham Steamship Co.* v. *Gallagher*, [1912] 2 Ir. R. 348). Delay caused by congestion at the port of discharge following on a strike is a delay "by reason of a strike" (*Moore Line Ltd.* v. *Distillers Co.*, [1912] S. C. 514).

496. ——. Where a charter-party provides that time lost owing to strikes, etc., is not to be counted in reckoning lay days, a consignee cannot rely on such a clause, if the discharging has been thrown into the strike period owing to his delay, except so far as the discharging would have been interfered with had he not been in default (*Elswick S. S. Co.* v. *Montaldi*, [1907] 1 K. B. 626; 76 L. J. K. B. 672).

496. ——. Delay caused by a change in the method of working by the owners of a colliery, whereby the regular provision of the cargo is prevented, is not a "cause beyond the control of the charterers which may prevent or delay the loading" (*Arden Steamship Co.* v. *Mathevin*, [1912] S. C. 211).

496. ——. A charter-party provided that as regarded demurrage time was to commence when the steamer was ready to unload and written notice given, whether she was in berth or not. It further provided that in case of strikes, lock-outs, civil commotions, or any other causes or accidents beyond the control of the consignees, which prevented or delayed the discharging, such time was not to count unless the steamer was already on demurrage. When the vessel arrived at the port of discharge there were no vacant berths, and by a regulation of the port the vessel could not be unloaded until she was at berth. Notice having been given by the master on his arrival, it was held that the time commenced from the giving of the notice, and that the charterers were not protected by the proviso as to strikes, &c. (*Northfield Steamship Co.* v. *Compagnie L'Union des Gaz*, [1912] 1 K. B. 434; 81 L. J. K. B. 281).

497. ——. The decision in *Leonis Steamship Co.* v. *Rank*, [1907] 1 K. B. 344, was reversed in the Court of Appeal, see [1908] 1 K. B. 499; 77 L. J. K. B. 224.

498. ——. For the method of calculating "running days saved" for the purpose of calculating despatch money, see *In re Royal Mail Steam Packet Co. Ltd., and River Plate S. S. Co. Ltd.*, [1910] 1 K. B. 600; 79 L. J. K. B. 673.

498. ——. Where a charter-party fixes the rate of demurrage which is to be paid after the time allowed for loading expires, but does not mention any time during which the vessel may be kept on demurrage, the owner must allow the charterer to keep her on demurrage for a reasonable time (*Wilson* v. *Otto Thoresen's Linie*, [1910] 2 K. B. 405; 79 L. J. K. B. 1048).

498. ——. Where a charter-party provided that a cargo was to be taken from alongside a ship at a fixed rate per day, and "if longer detained the consignees to pay steamer demurrage at the rate of fourpence per net registered ton per running day," it was held that a provision could not be implied limiting the payment of demurrage to a reasonable number of days over and above the lay days (*Western Steamship Co.* v. *Amaral Sutherland Co.*, [1913] 3 K. B. 366; 82 L. J. K. B. 1180).

499. ——. The rule of *ejusdem generis* is ousted by the words "of any kind whatsoever" (*Larsen* v. *Sylvester*, [1908] A. C. 295; 77 L. J. K. B. 993); but not by the words "any other cause beyond my control" (*Thorman* v. *Dowgate S. S. Co.*, [1910] 1 K. B. 410; 79 L. J. K. B. 287).

500. ——. Where by the custom of a port a cargo is discharged by the port authority, over whose acts the charterer has no control, he is not liable for demurrage caused by the acts of that authority (*The Kingsland*, [1911] P. 17; 80 L. J. P. 33).

507. Dentist.—Any person may do dentist's work and inform the public that he does so. Section 3 of the Dentists Act, 1878, prohibits any person practising dentistry describing himself as, or implying that he is, a person "specially qualified" unless he is registered under the Act. The words "specially qualified" mean qualified by reason of a degree, diploma, etc., and do not refer to the person's personal skil (*Barnes* v. *Brown*, [1909] 1 K. B. 38; 78 L. J. K. B. 39, overruled: *Byrne* v. *Rogers*, [1910] 2 Ir. R. 220; *Bellerby* v. *Heyworth*, [1910] A. C 377; 79 L. J. Ch. 402).

The Court will under certain circumstances restrain a company from representing that they are carrying on the profession of dentistry (*Att.-Gen.* v. *Smith, Ltd.*, [1909] 2 Ch. 524; 78 L. J. Ch. 781).

507. ——. It is an offence for an unregistered person to represent by words or conduct that he is a registered dentist, *e.g.* by agreeing to give a certificate which he knows must be given by a registered dentist (*Robertson* v. *Hawkins*, [1913] 1 K. B. 57; 82 L. J. K. B. 97).

508. ——. See the case of *Clifford* v. *Timms* in the House of Lords, [1908] A. C. 12; 77 L. J. Ch. 91.

516. Deposit Note.—See also the Irish case of *M'Eneaney* v. *Shelvin*, [1912] 1 Ir. R. 278, as to the transfer of the beneficial interest in a deposit note.

524. Derelict Lands.—See FORESHORE herein.

524. Derivative Settlement.—See further POOR, POOR LAW, Vol. XI., and herein.

525. ——. The decision in *Woolwich Union* v. *Fulham Union*, [1906] 2 K. B. 240, was affirmed in the House of Lords, see [1907] A. C. 255; 76 L. J. K. B. 739. See further *Braintree Union* v. *Rochford Union*, 1911, 81 L. J. K. B. 251.

525. ——. Under section 34 of the Divided Parishes and Poor Law Amendment Act, 1876, a legitimate child under the age of sixteen can acquire a settlement by residing in a parish with its father even if the father is not irremovable, and is disqualified from acquiring a settlement therein by reason of his having received Poor Law relief, provided the child does not share in the relief (*Tewkesbury Union* v. *Upton-on-Severn Union*, [1913] 3 K. B. 475; 83 L. J. K. B. 37).

525. ——. Under sec. 3 of the Poor Removal Act, 1861, and sec. 34 of the Divided Parishes Act, 1876, a married woman who has been deserted by her husband can acquire a settlement of her own apart from his settlement (*St. Matthew, Bethnal Green Union* v. *Paddington Union*, [1913] 1 K. B. 508; 83 L. J. K. B. 43).

525. Derogation.—Add a reference to *Betts* v. *Pickford*, [1906] 2 Ch. 87; 75 L. J. Ch. 483.

525. ——. A vendor or lessor who sells or lets land for a particular purpose may not do anything which will prevent the land being used for that purpose, but he may use adjoining land left in his possession for any lawful purpose, even though he interferes with the amenities of the land sold or let (*Browne* v. *Flower*, [1911] 1 Ch. 219; 80 L. J. Ch. 181). See also EASEMENT and LANDLORD AND TENANT herein.

529. Desertion.—Desertion arising from the non-compliance by a wife with a decree of restitution of conjugal rights revives condoned adultery (*Price* v. *Price*, [1911] P. 201; 80 L. J. P. 145).

531. ——. After *Cobb* v. *Cobb*, [1900] P. 145, add *Wenham* v. *Wenham*, 1906, 95 L. T. 548.

532. ——. It was held by the Court of Appeal in *Harriman* v. *Harriman*, [1909] P. 123; 78 L. J. P. 62, that where the non-cohabitation provision of sec. 5 (*a*) of the Summary Jurisdiction (Married Women) Act, 1895, is inserted in a separation order, it puts an end to desertion on the part of the husband. That provision should, however, only be inserted in cases of cruelty.

532. ——. The filing and prosecution of a suit against a husband for judicial separation on the grounds of adultery prevent the period of desertion from running after the suit is filed (*Stevenson* v. *Stevenson*, [1911] P. 191; 80 L. J. P. 137).

533. Designs.—The Patents and Designs (Amendment) Act, 1907, 7 Edw. VII. c. 28, made certain amendments in the existing statutory law as to designs. The Patents and Designs Act, 1907, 7 Edw. VII. c. 29, which received the Royal Assent on the same day as the Amending Act, repeals and consolidates the Patents, Designs and Trade Marks Act, 1883, 46 & 47 Vict. c. 57, and also the Patents Act, 1886, 49 & 50 Vict. c. 37; and the Patents, Designs and Trade Marks Act, 1888, 51 & 52 Vict. c. 50. In the following table the sections of the repealed Acts are set out in the first column, and the corresponding sections of the Act of 1907 are set out in the second column.

Act of 1883.	Act of 1907.
47 (1)	49
47 (2) & (3)	86
48	86
49	51
50	53 & 54
51	54
52	56
53	57
54	Repealed by Amending Act of 1907 and not re-enacted.
55	52
56	65
57	59
58	60
59	60
60	93
61	93

Act of 1886.	
3	59 (2)
Act of 1888.	
6	56
7	60

The various amendments made by the Amending Act of 1907, and now contained in the Patents and Designs Act, 1907, 7 Edw. vii. c. 29, are set out below.

The existing rules will be found in the Design Rules, 1908 (St. R. & O. 1907, p. 77), and the Design Rules, 1908 (second set) (St. R. & O. 1908, p. 305).

533. ——. Section 93 of the Act of 1907 defines *design* as " any design (not being a design for a sculpture or other thing within the protection of the Sculpture Copyright Act, 1814) applicable to any article, whether the design is applicable for the pattern, or for the shape or configuration, or for the ornament thereof, or for any two or more of such purposes, and by whatever means it is applicable, whether by printing, painting, embroidering, weaving, sewing, modelling, casting, embossing, engraving, staining, or any other means whatever, manual, mechanical, or chemical, separate or combined."

535. ——. In *Pugh* v. *Riley Cycle Co.*, [1912] 1 Ch. 613 ; 81 L. J. Ch. 476, Parker J. gave the following definition of a registrable design :—" A design to be registrable under the Act must be some conception or suggestion as to shape, configuration, pattern or ornament. It must be capable of being applied to an article in such a way that the article to which it has been applied will show to the eye the particular shape, configuration, pattern or ornament the conception or suggestion of which constitutes the design. In general any application for registration must be accompanied by a representation of the design—that is something in the nature of a drawing or tracing by means of which the conception or suggestion constituting the design may be imparted to others. In fact, persons looking at the drawing ought to be able to form a mental picture of the shape, configuration, pattern or ornament of the article to which the design has been applied. A conception or suggestion as to a mode or principle of construction, though in some sense a design, is not registrable under the Act. Inasmuch, however, as the mode or principle of construction of an article may affect its shape or configuration, the conception of such a mode or principle may well lead to a conception as to the shape or configuration of the completed article, and a conception so arrived at may, if it be sufficiently definite, be registered.

" The difficulty arises where the conception thus arrived at is not a definite conception as to shape or configuration, but a conception only as to some general characteristic as to shape or configuration necessitated by the mode or principle of construction, the definite shape or configuration being, consistently with such mode or principle of construction, capable of variation within wide limits. To allow the registration of a conception of such general characteristic of shape or configuration might well be equivalent to allowing the registration of a conception relating to the mode or principle of construction. Thus in *Moody* v. *Tree*, 1892, 9 R. P. C. 333, the design registered was a picture of a basket, the claim being for the pattern of the basket, consisting in the osiers being worked in singly and all the butt ends being outwards. Obviously, there could be made by this method of construction any number of baskets differing in pattern, except that all would have a certain common characteristic due to the method of construction and visible to the eye. It was held that the registration was bad, as being an attempt to register a conception as to mode of construction, and not as to shape, configuration, pattern, or ornament. Similarly in *In re Bayer's Design*, 1906, 24 R. P. C. 65, the design registered was the picture of a corset, the novelty claimed being that it had gores or gussets cut horizontally from front to back. It was held that this was not a design capable of registration, being a conception as to method of construction only, although all corsets made by this method would have in common a peculiarity due to that method and visible to the eye."

In the case before the Court it was held that either the design was not registrable or that the defendants had not infringed.

535. ——. *Harrison* v. *Taylor*, 1859, 4 H. & N. 815, was distinguished in *Dover* v. *Nürnberger Celluloidwaren Fabrik*, [1910] 2 Ch. 25; 79 L. J. Ch. 625, where the question of what amounts to a "new and original design" was discussed.

536. ——. The disclosure of a design by the proprietor to another person in circumstances which make it a breach of good faith for that person to use or publish the design, and the disclosure of a design in breach of good faith by any person other than the proprietor, and the acceptance of a first and confidential order for goods bearing a new and original textile design intended for registration, are not sufficient publication to invalidate the copyright in a design (Patents and Designs Act, 1907, 7 Edw. VII. c. 29, s. 55).

537. ——. If a design is already registered, and the proprietor desires to register it in one or more other classes, the application is not to be refused on the ground that it is not new and original by reason only of having been previously registered, or on the ground that it has been previously published by being applied to goods in the class or classes in which it has been already registered (Act of 1907, s. 50).

537. ——. An application which, owing to default or neglect on the part of the applicant, has not been completed so as to enable registration to be effected within the prescribed time, is deemed to be abandoned (Act of 1907, s. 49 (4)). A design is registered as of the date of application (*ibid.* (5)).

537. ——. Rules may prescribe for allowing inspection of designs by the public. In any case, designs are not open to inspection for the first two years. Different periods may be prescribed for different classes of goods (Patents and Designs Act, 1907, 7 Edw. VII. c. 29, s. 56).

537. ——. The period of five years' copyright is extended to another five years on application to the comptroller and payment of fees. A third period of five years may be granted in the discretion of the comptroller (Act of 1907, s. 53). This discretion must not be exercised adversely to an applicant without his being heard, should he so desire (Act of 1907, s. 73; Design Rules, 1908, rr. 55–58). In cases of doubt or difficulty the comptroller may apply to a law officer for directions (Act of 1907, s. 74).

537. ——. It is an infringement of the rights of the registered owner of a design to make moulds capable of being used for the manufacture of goods of the registered design, even though it is not intended that they should not be used in any place to which the Act applies (*Haddon* v. *Bannerman*, [1912] 2 Ch. 602 ; 81 L. J. Ch. 766.)

537. ——. The fact that a design is used exclusively or mainly for manufacture outside the United Kingdom is a good ground of defence to an action for infringement (Patents and Designs Act, 1907, 7 Edw. VII. c. 29, s. 58).

538. ——. The provisions of sec. 35 of the Act of 1907 (see Vol. X. p. 614) as to certificate of validity, and of sec. 36 as to threats (see Vol. X. p. 615), are applied to designs *mutatis mutandis* (Patents and Designs Act, 1907, 7 Edw. VII. c. 61).

538. ——. Failure to mark goods with the prescribed mark or with the prescribed words or figures denoting that the design is registered no longer involves forfeiture of the copyright, but the proprietor cannot recover any penalties or damages unless he shows that he took all proper steps to ensure the marking of the article, or that the infringer knew or had notice of the existence of the copyright (Act of 1907, s. 54 (1) (*b*)).

The Board of Trade has power to dispense with or modify the requirements as to marking as to any class or description of articles on representation made on behalf of any trade or industry (Act of 1907, s. 54 (2), and *cp*. r. 68), and such requirements have been dispensed with as regards printed cotton piece goods except handkerchiefs (St. R. & O. 1911, No. 876).

539. ——. Instead of the provisions in sec. 54 of the Act of 1883, the following provisions apply :—At any time after registration, any person may apply to the comptroller for the cancellation of the registration on the ground that the design is used for manufacture exclusively or mainly outside the United Kingdom. The provisions of sec. 27 of the Act of 1907 (see PATENTS herein), including those relating to costs, apply to such an application. There is, however, no appeal from the comptroller. The fact that a design is used for manufacture exclusively outside the United Kingdom is a good ground of defence to an action for infringement (Patents and Designs Act, 1907, 7 Edw. VII. c. 29, s. 58).

545. Destructive Insect.—By the Destructive Insects and Pests Act, 1907, 7 Edw. VII. c. 4, the Board of Agriculture and Fisheries may, for the purpose of preventing the introduction into Great Britain of any insect, fungus or other pest destructive to agricultural or horticultural crops, or to trees or bushes, and for preventing the spreading of any such pest, etc., exercise all the powers which may be exercised by the Board in relation to the Colorado beetle under the Destructive Insects Act, 1877, which Act is to be read as if the word " insect " included all such insects, fungi, and other pests, and the word " crop " included all such crops, trees, and bushes. The Board may not make an order directing the payment of compensation by a local authority for the removal or destruction of any crop, trees, or bushes, unless the local authority consent to make the payment. The Act applies to Ireland, with the substitution of the Department of Agriculture and Technical Instruction for the Board of Agriculture and Fisheries.

The Destructive Insects and Pests Order, 1910 (St. R. & O. 1910, No. 467), applies the Acts to the following insects :—The vine louse, the San José scab, the Mediterranean fruit fly, the Colorado beetle, the large larch saw fly, the potato moth, the gipsy moth, the brown tail moth, the nun moth, the cherry fly moth, and the following pests—black knot, tomato leaf spot, melon or cucumber canker, American pear blight. The Foreign Potatoes (Ireland) Order, 1910 (St. R. & O. 1910, No. 185), prohibits the landing of European potatoes in Ireland.

The Wart Disease of Potatoes Order, 1912, dated March 12, 1912 (St. R. & O. 1912, No. 263), deals with the disease affecting potatoes known as Synchitrium endobioticum, or wart disease of potatoes, black scab, cauliflower disease, or potato canker. By Art. 3 the owner of any premises on which the disease exists must notify the Board or an inspector, or the local authority. By Art. 4 no tubers may be removed from the premises until after investigation. By Art. 5 the local authority are to investigate and decide on what premises the disease exists, and to serve notices on the occupiers. Such premises then become "infected premises." Art. 6 empowers the local authority to require the occupier of infected premises: (*a*) To destroy any part of the crop, except the tubers, by fire or otherwise; (*b*) to boil thoroughly all diseased tubers; (*c*) to take such other steps as the local authority may consider necessary to prevent the disease being conveyed to other premises. They may also require that the measures be completed within a prescribed time. The above provisions do not prevent the occupier from destroying diseased tubers by fire or other effective means. The local authority may also prohibit the planting of potatoes on infected premises except under such conditions as may be prescribed. (7) Art. 8 prohibits the use of diseased tubers for planting, and the sale or offering for sale of such tubers for that purpose. An Inspector of the local authority may by notice prohibit the removal of tubers from infected premises, except under such conditions as the local authority may consider necessary to prevent the diseased tubers from being sold or otherwise disposed of for the purpose of planting. By Section 9 a notice constituting any premises infected premises may be withdrawn by a notice signed by an inspector or other officer of the Board. Except under special circumstances, the notice of withdrawal cannot be issued until three years have expired from the time when the premises were declared to be infected. Art. 11. provides that every person who has or has had in his possession or under his charge any diseased tubers, and every auctioneer, salesman, or other person who has sold or offered for sale any such tubers, must, if required, in writing by the Board or the local authority or an inspector of either of them give all information which he can as to the persons in whose possession or under whose charge they are or have been. Information given under this provision is not available as evidence against the person giving it in any prosecution under the Order, except in respect of an alleged failure to give information as required. An inspector or other officer appointed in that behalf by the local authority may enter any premises and examine any plant or tubers thereon upon the production of his appointment or authority (Art. 12). By Art. 15 any person who does any of the following acts is liable on conviction to a penalty not exceeding ten pounds :—(1) Fails to give notification of disease as required by (Art. 3); (2) fails to adopt such measures for prevention of the spread of the disease as are specified in the notice served on him under Art. 6; (3) removes any tubers in contravention of the Order or any notice served thereunder; (4) plants any potatoes in infected premises in contravention of a notice served under the Order; (5) uses or sells or offers for sale diseased tubers for planting; (6) refuses or fails to give any information required under Art. 11, or gives false information; (7) wilfully obstructs or impedes any inspector or officer in the course of his duties under the Order. By Art. 16 each local authority is to carry into effect the Order within their district, and is to appoint the necessary inspectors or other officers. Any duty or power imposed or conferred on a local authority by the Order may be performed or exercised by an inspector of the local authority acting under and in accordance with any directions in that behalf given by the local authority. For the purpose of the Order a notice is deemed to be served on a person if it is delivered to him personally, or left for him at his last known place of abode or business, or sent through the post in a letter addressed to him there, and a notice or other document purporting to be signed by the clerk or an inspector of a local authority or an inspector of the Board shall be *prima facie* evidence that it was signed by him and duly authorised by the local authority or the Board. By Section 17 the Destructive Insects and Pests Order, 1910, no longer applies to wart disease or black scab of potatoes. The Order came into force on March 12, 1912.

548. Detinue.—In *Clayton* v. *Le Roy*, [1911] 2 K. B. 1031; 81 L. J. K. B. 49, the plaintiff's watch which had been stolen came into the possession of the defendant. A clerk in the employ of the plaintiff's solicitors called on the defendant and demanded the immediate return of the watch. The defendant having refused, the clerk immediately served the defendant with a writ in detinue, which had been issued earlier in the day. It was held by the Court of Appeal that there was no evidence of a wrongful refusal on the part of the defendant to return the watch before the issue of the writ, and that the plaintiff could not recover either in detinue or trover.

550. ——. A successful plaintiff who issues a bankruptcy notice on his judgment and founds a petition on non-compliance with the notice is deemed to have abandoned his property in the detained chattel (*In re A Debtor ; Ex parte A Creditor*, 1907, 97 L. T. 140).

550. ——. After *Brinsmead* v. *Harrison*, 1872, L. R. 6 C. P. 584, add a reference to *Bradley* v. *Ramsay*, 1912, 106 L. T. 771.

550. Development Fund.—The Development and Road Improvement Funds Act, 1909, 9 Edw. VII. c. 47, as amended by the Development and Road Improvement Act, 1910, 10 Edw. VII. c. 7, authorises His Majesty by warrant under sign manual to appoint eight Development Commissioners. They are appointed for ten years, and one retires every year, but may be reappointed; provision is made for filling casual vacancies. Not more than two are paid, and the aggregate salaries must not exceed £3000. The Commissioners may act by four of their number (1909, s. 3; 1910, s. 1).

All advances, whether by way of grant or by way of loan, made under the Act are to be made out of a fund, called the development fund, into which is to be paid—

(*a*) Such moneys as may from time to time be provided by Parliament;

(*b*) The sums issued out of the Consolidated Fund under this section; and (*c*) Any sums received by the Treasury by way of interest on or repayment of any advance made by way of loan, and any profits or proceeds derived from the expenditure of any advance which by the terms on which the advance was made are to be paid to the Treasury.

There is charged on and to be issued out of the Consolidated Fund, or the growing produce thereof, in the year ending the thirty-first day of March nineteen hundred and eleven, and in each of the next succeeding four years, the sum of £500,000. The Treasury may also accept any gifts made to them for all or any of the purposes for which advances may be made under the Act, and, subject to the terms of gift, apply them for the purposes of this part of the Act in accordance with regulations made by the Treasury.

Payments out of and into the development fund, and all other matters relating to the fund and the moneys standing to the credit of the fund are to be made and regulated in such manner as the Treasury may by minute to be laid before Parliament direct.

The Treasury may from time to time invest any moneys standing to the credit of the development fund in any securities in which trustees are by law authorised to invest trust funds (1909, s. 2).

The Treasury may, upon the recommendation of the Development Commissioners, make advances to a Government department, or through a Government department to a public authority, university, college, school, or institution, or an association of persons or company not trading for profit, either by way of grant or by way of loan, or partly in one way and partly in the other, and upon such terms and subject to such conditions as they may think fit, for any of the following purposes :—

(*a*) Aiding and developing agriculture and rural industries by promoting scientific research, instruction and experiments in the science, methods and practice of agriculture (including the provision of farm-institutes), the organisation of co-operation, instruction in marketing produce, and the extension of the provision of small holdings ; and by the adoption of any other means which appear calculated to develop agriculture and rural industries (including agriculture, horticulture, dairying, the breeding of horses, cattle, and other live stock and poultry, the cultivation of bees, home and cottage industries, the cultivation and preparation of flax, the cultivation and manufacture of tobacco, and any industries immediately connected with and subservient to any of the said matters (see 1909, s. 6)).

(*b*) Forestry (including (1) the conducting of inquiries, experiments, and research for the purpose of promoting forestry and the teaching of methods of afforestation ; (2) the purchase and planting of land found after inquiry to be suitable for afforestation) ;

(*c*) The reclamation and drainage of land ;

(*d*) The general improvement of rural transport (including the making of light railways but not including the construction or improvement of roads) ;

(*e*) The construction and improvement of harbours ;

(*f*) The construction and improvement of inland navigations ;

(*g*) The development and improvement of fisheries ;

and for any other purpose calculated to promote the economic development of the United Kingdom.

All applications for advances are to be made to the Treasury in accordance with Regulations dated June 13, 1910 (St. R. & O. 1910, No. 592).

No advance is to be made for any purpose which might be carried out under the provisions of the Small Holdings and Allotments Act, 1908, upon any terms or conditions different from those contained in that statute except for some special reason (1909, s. 1).

Every application for an advance, whether by way of grant or by way of loan, if the applicant is a Government Department, is to be referred by the Treasury to the Development Commissioners, and, if the applicant is any other body or persons, is to be sent by the Treasury to the Government Department concerned, to be by them referred together with their report thereon to the Development Commissioners.

The Commissioners are to consider and report to the Treasury on every application so referred to them, and may for that purpose hold inquiries either by themselves, or by any of their officers, or any other person appointed for the purpose. The Commissioners may also appoint advisory committees, and may submit to any such advisory committee for their advice any application referred to them. The Commissioners may also frame schemes with respect to any of the matters for which advances may be made with a view to their adoption by a Government Department or other body or persons to whom an advance may be made. Before making any recommendation for an advance for the purpose of the improvement of rural transport, the Commissioners are to consult with the Road Board (1909, s. 4). See HIGHWAY AUTHORITY herein.

Section 5 (1909) authorises Departments, bodies, or persons receiving grants to acquire land, either by agreement or compulsorily, under an order from the Commissioners in accordance with provisions set out in the schedule to the Act, but no land shall be authorised to be acquired compulsorily which, at the date of the order, forms part of any park, garden, or pleasure-ground, or forms part of the home farm attached to and usually occupied with a mansion-house, or is otherwise required for the amenity or convenience of any dwelling-house, or which at that date is the property of any local authority, or has been acquired by any corporation or company for the purposes of a railway, dock, canal, water, or other public undertaking, or is the site of an ancient monument or other object of archæological interest. The Commissioners, in making an order for the compulsory purchase of land, are to have regard to the extent of land held or occupied in the locality by any owner or tenant and to the convenience of other property belonging to or occupied by the same owner or tenant, and shall, so far as practicable, avoid taking an undue or inconvenient quantity of land from any one owner or tenant, and for that purpose where part only of a holding is taken shall take into consideration the size and character of the existing agricultural buildings not proposed to be taken which are used in connection with the holding, and the quantity and nature of the land available for occupation therewith, and shall also so far as practicable avoid displacing any considerable number of agricultural labourers or others employed on or about the land.

Section 2 of the Act of 1910 provides for pensions and superannuation allowances for Commissioners and officers.

551. Deviation.—In *Kish* v. *Taylor*, [1912] A. C. 604; 81 L. J. K. B. 1027, the charterers failed to provide a full cargo. The master obtained additional cargo, but so overloaded the ship that she was unseaworthy. In consequence the ship had to deviate from her course in order to run for refuge. The House of Lords held that the deviation was justifiable, and that the owners were entitled to enforce a lien on the cargo for " dead freight " under the terms of the charter-party.

553. ——. A deviation puts an end to the charter-party as from the beginning of the voyage, and places the owner in the position of a common carrier (*Internationale Guano en Superphosphaatwerken* v. *Macandrew*, [1909] 2 K. B. 360; 78 L. J. K. B. 691).

554. ——. If a policy of marine insurance allows of a deviation at a premium to be arranged, provided due notice be given, notice may be given after the loss if the assured only knows of the deviation after the loss (*Mentz, Decker & Co.* v. *Maritime Insurance Co.*, [1910] 1 K. B. 132; 79 L. J. K. B. 104).

569. Direction in Writing.—In prosecutions under sec. 1 of the Larceny Act, 1901, it is not necessary to obtain the consent of the Attorney-General (*R.* v. *Davies*, [1913] 1 K. B. 573; 82 L. J. K. B. 471).

569. ——. A taxicab driver who fails to hand over the share of the takings which it has been agreed is to go to the proprietor, may be proceeded against under sec. 1 of the Larceny Act, 1901 (*R.* v. *Messer*, [1913] 2 K. B. 421; 82 L. J. K. B. 913).

577. Director of Public Prosecutions.—By the Prosecution of Offences Act, 1908, 8 Edw. VII. c. 3, the office of Director of Public Prosecutions is separated from that of Treasury Solicitor. The Director of Public Prosecutions must be a barrister or solicitor of not less than ten years' standing. His assistant must be a barrister or solicitor of not less than seven years' standing (s. 1).

Any person may institute or carry on criminal proceedings, but the Director of Public Prosecutions may undertake the conduct of proceedings at any stage he thinks fit (s. 2 (3)).

The Director of Public Prosecutions is in the same position, as regards the payment of costs of prosecutions, as a private prosecutor (s. 2 (4)).

As to costs in coinage prosecutions, see COIN, BRITISH, herein.

579. ——. Section 6 of the Prosecution of Offences Act, 1879, 42 & 43 Vict. c. 22, which does not appear ever to have been acted on, is repealed by sec. 2 (2) of the Prosecution of Offences Act, 1908, 8 Edw. VII. c. 3.

584. Discipline (Ecclesiastical).—The offence of occasioning scandal within sec. 3 of the Church Discipline Act, 1840, 3 & 4 Vict. c. 86, is cognisable only by the Consistory Court under the Clergy Discipline Act, 1892, 55 & 56 Vict. c. 32, if the acts causing the scandal are immoral acts within the 75th Canon of 1603 (*Bowman* v. *Lax*, [1910] P. 300).

585. ——. The sending of an indecent letter to a female parishioner is an " immoral act " within the Clergy Discipline Act, 1892 (*Bishop of Ely* v. *Close*, [1913] P. 184).

601. Discontinuance.—After an action has been wholly discontinued under Order XXVI. r. 1, the defendant cannot set up a counterclaim (*The Salybia*, [1910] P. 25; 79 L. J. P. 31).

604. Discovery.—See also INTERROGATORIES, LUNACY, and NEXT FRIEND, herein.

609. ——. As to the right of a defendant to have an action stayed or dismissed for failure to give discovery where the plaintiff is an agent, see PRINCIPAL AND AGENT, Vol. XI. p. 539, and herein.

614. Disentailing Deed.—*For Gaskell* v. *Walters*, [1906] 1 Ch. 440, *read In re Gaskell and Walters' Contract.* This case was affirmed, see [1906] 2 Ch. 1; 75 L. J. Ch. 503.

625. Disqualification.—The clerk to a joint hospital is a holder of a paid office under the urban councils to whom such hospital belongs, and is therefore disqualified from acting as chairman of one of them by s. 26 (1) (*d*) of the Local Government Act, 1894, and commits an offence by acting as such (*Greville-Smith* v. *Tomlin*, [1911] 2 K. B. 9; 80 L. J. K. B. 774).

630. Distress.—The Law of Distress Amendment Act, 1908, 8 Edw. VII. c. 53, alters the law as to the right to distrain on the goods of under-tenants and lodgers.

By sec. 1, if any superior landlord levies or authorises a distress on any furniture, goods, or chattels of (*a*) an under-tenant liable to pay by equal instalments not less often than every actual or customary quarter of a year a rent which represents the full annual value of the premises, or (*b*) a lodger, or (*c*) any other person who is not a tenant and has no beneficial interest in any tenancy of the premises, for rent due by his immediate tenant, the under-tenant, lodger, or other person may serve the superior landlord or the bailiff or agent with a declaration in writing signed by him. The declaration must set forth that the immediate tenant has no right of property or beneficial interest in the goods distrained or threatened to be distrained upon, and that the goods are his property or in his lawful possession, and are not goods to which the Act does not apply (see *infra*). In the case of an under-tenant or lodger the declaration must also state the amount of rent (if any) due to his immediate landlord and the times at which future instalments will become due, and must contain an undertaking to pay to the superior landlord any rent due or to become due until the arrears for which the distress was levied or authorised are paid off. A correct inventory, subscribed by the under-tenant, lodger, or other person, of the furniture, goods, and chattels referred to in the declaration must be annexed to it. It is a misdemeanour to knowingly make a declaration or inventory which is false in any material particular. The declaration need not be a statutory declaration under the Statutory Declarations Act, 1835. In the case of partnership property one partner may sign with the authority of the others (*Rogers* v. *Martin*, [1911] 1 K. B. 19; 80 L. J. K. B. 208).

If the landlord, bailiff, or agent proceed with a distress after receiving a declaration as above, and in the case of an under-tenant or lodger after receiving the undertaking and any rent due at the time, he is guilty of an illegal distress. An order for the recovery of the goods may be made by a stipendiary magistrate or two justices, and the superior landlord is also liable to civil proceedings. The truth of the declaration and inventory may be inquired into in both proceedings (s. 2).

If the rent of an immediate tenant is in arrear, the superior landlord may require an under-tenant or lodger, by notice sent by registered post, to pay all future rent to be paid direct to him until such arrears have been paid. Personal service, however, is sufficient (*Jarvis* v. *Hemmings* (No. 1), [1912] 1 Ch. 462; 81 L. J. Ch. 290). The notice operates to give the superior landlord the right to recover, receive and give a discharge for the rent (s. 6).

All sums payable to the superior landlord by an under-tenant or lodger under secs. 1 and 6 are deemed to be rent. The under-tenant or lodger may deduct sums so paid from any rent due to the immediate tenant. Any person, other than a tenant for whose rent a distress is levied, from whose rent a deduction has been made in respect of such payments, may make like deductions from the rent due to his immediate landlord (s. 3).

The Act does not apply to—(1) Goods belonging to the husband or wife of the tenant whose rent is in arrear; goods comprised in a bill of sale, hire-purchase agreement or settlement made by the tenant; goods in the possession, order, or disposition of the tenant by the consent or permission of the true owner under such circumstances that the tenant is the reputed tenant thereof. The words "made by the tenant" refer to "bill of sale" and "hire-purchase agreement" as well as to "settlement." The tenant must be a party to the hire-purchase agreement, etc., to exclude the goods from the benefit of the Act. Goods let to a tenant's wife under a hire-purchase agreement are not in the possession, order, or disposition of the tenant by the consent and permission of the true owners, so as to render him the reputed owner thereof (*Shenstone* v. *Freeman*, [1910] 2 K. B. 84; 79 L. J. K. B. 982; *Rogers* v. *Martin*, [1911] 1 K. B. 19; 80 L. J. K. B. 208). It was held in *London Furnishing Co.* v. *Solomon*, 1912, 106 L. T. 371, that if goods were in the possession of a tenant under a hire-purchase agreement, and the owner of them gave the tenant notice terminating the agreement because of a breach of a condition in the agreement, the goods ceased to be held under the hire-purchase agreement, and if the owner served a declaration as required by sec. 1, the landlord was not entitled to distrain on the goods, but in *Hackney Furnishing Co.* v. *Watts*, [1912] 3 K. B. 225; 81 L. J. K. B. 993, overruling *London Furnishing Co.* v. *Solomon*, 1912, 106 L. T. 371, it was held that where a tenant had once become possessed of goods under a hire-purchase agreement he remained so possessed, even after the owner of the goods had given him notice purporting to terminate the agreement. Inasmuch as the Act restrains the right of distress of the landlord it must not be too strictly construed against him; live stock to which sec. 29 of the Agricultural Holdings Act, 1908, applies (see p. 198). (2) Goods of a partner of the immediate tenant; goods (not of a lodger) upon premises where any trade or business is carried on in which both the immediate tenant and the under-tenant have an interest; goods (not of a lodger) on premises used as offices or warehouses where the owner of the goods neglects, for one calendar month after notice to remove, to remove the goods and vacate the premises; goods belonging to and in the offices of a company or corporation, of which the immediate tenant is a director, officer, or employee. In *Chappell* v. *Harrison*, 1910, 103 L. T. 594; 27 T. L. R. 85, in the absence of proof of the custom, the Court refused to take judicial notice of an alleged custom to let pianos on the hire-purchase system so as to exclude them from the doctrine of reputed ownership. A stipendiary or two justices may determine whether any goods are, in fact, goods included in division (2) above (s. 4).

The Act does not apply to an under-tenant whose tenancy has been created in breach of a covenant or agreement in writing between the landlord and an immediate tenant, nor where the under-tenancy has been created under a lease existing at the date of the passing of the Act (December 21, 1908) against the wish of the landlord expressed in writing and delivered at the premises within a reasonable time after the circumstances have come, or, with due diligence might have come, to his knowledge (s. 5).

Wherever and so far as the Act applies, the Lodgers' Goods Protection Act, 1871, 34 & 35 Vict. c. 79, is repealed (s. 8).

The Act came into force on July 1, 1909.

632. ——. In *Crossley* v. *Lee*, [1908] 1 K. B. 86; 77 L. J. K. B. 199, a gas engine laid on a concrete bed and fastened to the ground by bolts was held to be a fixture and not distrainable for rent.

632. ——. An advertisement hoarding has been held to be a fixture, and therefore not distrainable (*Provincial Billposting Co.* v. *Low Moor Iron Co.*, [1909] 2 K. B. 344; 78 L. J. K. B. 702). It was also held that the agreement in question conferred only a licence and not a tenancy, and therefore gave no right of distress.

635. ——. Under the County Courts Act, 1888, sec. 147, and the Law of Distress Amendment Act, 1888, sec. 4, the privileged goods of a tenant are goods mentioned in sec. 147 to the total value of £5. Therefore if wearing apparel and bedding to that value are left, all implements of trade may be seized (*Boyd* v. *Bilham*, [1909] 1 K. B. 14; 78 L. J. K. B. 50).

635. ——. Travellers' samples (*e.g.* a typewriter) are not tools or implements of a tenant's trade (*Addison* v. *Shepherd*, [1908] 2 K. B. 118; 77 L. J. K. B. 534).

636. ——. The Agricultural Holdings Act, 1883, is repealed, and the provisions as to distress are re-enacted by secs. 28–31 of the Agricultural Holdings Act, 1908, 8 Edw. VII. c. 28. Machinery hired by a tenant for use in his business, and live stock not belonging to the tenant and on the holding merely for the purpose of breeding, are not distrainable (s. 29 (4)).

637. ——. Where a landlord or other person to whom rent is due from a bankrupt distrains on the bankrupt's goods or effects, the distress, if levied after the commencement of the bankruptcy, is not available for rent in respect of any period subsequent to the date of the distress (Bankruptcy and Deeds of Arrangement Act, 1912, 2 & 4 Geo. V. c. 34, s. 18 (1)). Where a debtor's goods have been taken in execution, the amount of rent which the party at whose suit the execution is sued out is liable to pay to the landlord under sec. 1 of the Landlord and Tenant Act, 1709, or which the landlord is entitled to be paid under sec. 160 of the County Courts Act, 1888, is, unless notice for claim for rent has been served on the sheriff or bailiff or other officer levying the execution by or on behalf of the landlord, before the commencement of the debtor's bankruptcy, six months' rent instead of one year's rent, and the rights of the landlord do not extend to any claim for rent in respect of any period subsequent to the date of the notice, unless the notice was served before the commencement of the debtor's bankruptcy (Bankruptcy and Deeds of Arrangement Act, 1913, 3 & 4 Geo. v. c. 34, s. 18 (2)). Subsection 2 does not impose any liability on the sheriff, bailiff, or other officer levying the execution, or on the person at whose suit the execution was sued out, to account for any sum actually paid to the landlord by him before notice was served on him that a receiving order had been made against the debtor, and the landlord is liable to pay to the trustee in bankruptcy any sum received from the sheriff, bailiff officer, or other person suing out the execution, without prejudice to the right of the landlord to prove for the amount of any excess (s. 18 (3)).

637. ——. The Statute of 8 Anne c. 4, secs. 6 and 7, applies to a tortious holding over by the tenant, and also where the tenant holds over with the consent of the landlord under a possession which is a continuation of the old tenancy. It does not apply where the possession of the tenant is derived from a new title (*Lewis* v. *Davies*, [1913] 2 K. B. 37 ; 82 L. J. K. B. 631).

638. ——. For the position of the parties where a distress is levied on the same day as an act of bankruptcy is committed by a tenant, see *In re Bumpus ; Ex parte White*, [1908] 2 K. B. 330 ; 77 L. J. K. B. 563, cited herein *sub tit.* BANKRUPTCY.

641. ——. After *Robson* v. *Biggar*, 23 T. L. R. 276, add :—A judgment of the High Court on a case stated on a summons under 57 Geo. III. c. 93 for treble the amount of a percentage is a "criminal cause or matter" under sec. 47 of the Judicature Act, 1873, and therefore no appeal lies to the Court of Appeal unless there is some error of law apparent on the record (S. C. in Court of Appeal, [1908] 1 K. B. 672 ; 77 L. J. K. B. 203). An order made by justices under sec. 2 of the Distress (Costs) Act, 1817, 57 Geo. III. c. 93, is enforceable by imprisonment in default of distress (*R.* v. *Daly*, 1911, 104 L. T. 892).

641. ——. The validity of the Distress for Rent Rules, 1888, was challenged in *Walker* v. *Retter*, [1911] 1 K. B. 1103 ; 80 L. J. K. B. 623, but was upheld.

641. ——. Where an action is brought in the County Court for pound breach, the successful plaintiff's costs "in the action" should be taxed according to the County Court scale. The Limitations of Actions and Costs Act, 1842, 5 & 6 Vict. c. 97, sec. 2, only gives him an indemnity against what he has to pay his solicitor. He is further entitled under the provision as to costs "about the action" to costs reasonably incurred by him before commencing the action, which would include the taking of counsel's opinion as to whether the action lies (*House Property Co. of London* v. *Whiteman*, [1913] 2 K. B. 382 ; 82 L. J. K. B. 887).

642. ——. Section 19 of the Distress for Rent Act, 1737, 11 Geo. II. c. 19, only applies to acts committed during the levying of the distress. Thus, where the landlord seized wagons hired by the tenant from a wagon company, and pit ponies, and then had them appraised, and purported to buy them, and subsequently returned the wagons to the company owning them, and worked the ponies, the section was held not to apply, and the landlord was held liable for conversion (*Plasycoed Collieries Co.* v. *Partridge*, [1912] 2 K. B. 345 ; 81 L. J. K. B. 723).

652. Distribution (1671) (Statute of).—If all the legatees and the executor die before the testator, he dies intestate within the meaning of the Intestates Estates Act, 1890, and the widow is entitled to £500 (*In re Cuffe ; Fooks* v. *Cuffe*, [1908] 2 Ch. 500 ; 77 L. J. Ch. 776).

652. ——. The £500 in sec. 1 of the Intestates Estates Act, 1890, includes all property, whether in possession, reversion, or contingency (*In re Heath ; Heath* v. *Widgeon*, [1907] 2 Ch. 270 ; 76 L. J. Ch. 450).

654. ——. *In re Gist ; Gist* v. *Timbrill*, [1906] 1 Ch. 58, was affirmed, see [1906] 2 Ch. 280 ; 75 L. J. Ch. 657.

657. District Council.—Where all the members of a district council go out of office *en bloc* under sec. 23 of the Local Government Act, 1894, the powers of the old members cease on their going out of office, and consequently the chairman of the old council has no power to act in that capacity at the first meeting of the new council (*R.* v. *Rowlands ; Ex parte Beesley*, [1910] 2 K. B. 930 ; 80 L. J. K. B. 123).

658. ——. A registrar to a distress committee under sec. 2 of the Unemployed Workmen Act, 1905, is disqualified as holding a paid office under a district council (*Crump* v. *Lewis*, [1908] 1 K. B. 858 ; 77 L. J. K. B. 478). So is the clerk to a joint hospital to which the Urban Council contributes its share of expenses (*Greville-Smith* v. *Tomlin*, [1911] 2 K. B. 9 ; 80 L. J. K. B. 774).

663. ——. A parochial elector who has threatened to take legal action against a rural council has a right to inspect a copy of a case submitted to counsel for opinion, and his opinion thereon under sec. 58 (5) of the Local Government Act, 1894, 56 & 57 Vict. c. 73. Under the above circumstances, however, the Court will not enforce the right by mandamus (*R.* v. *Godstone Rural District Council*, [1911] 2 K. B. 465 ; 80 L. J. K. B. 1184).

665. District Registries.—In *Stead* v. *Smith*, [1911] A. C. 688 ; 81 L. J. K. B. 68, it was held that the district registrar was not the "proper officer" of the Court within sec. 37 of the Solicitors Act, 1843, 6 & 7 Vict. c. 73, to whom a bill for non-contentious business could be referred for taxation. This case is, however, overruled as regards the Manchester and Liverpool Registries by Order 35, r. 6 (*a*) (July 1910).

678. Divorce.—See DOMICIL and MAINTENANCE herein.

678. ——. Where the secretary of a synagogue is also the properly constituted registering officer, he ought to sign the certificate of a Jewish marriage as both secretary and registrar (*Prager* v. *Prager*, [1913] 108 L. T. 734).

678. ——. When a marriage has been proved in proceedings for restitution of conjugal rights, it need not be proved again in subsequent proceedings for divorce, unless the validity of the marriage is put in issue (*Cowley* v. *Cowley*, [1913] P. 159 ; 82 L. J. P. 120).

678. ——. By sec. 3 of the Matrimonial Causes Act, 1907, 7 Edw. VII. c. 12, in every case in which any person is charged with adultery with any party to a suit, or in which the Court considers, in the interest of any person not already a party to the suit, that such person should be made a party to the suit, the Court may allow that person to intervene on such terms as it thinks just. Such an intervener may be ordered to pay the King's Proctor's costs (*Davison* v. *Davison*, [1909] P. 308; 79 L. J. P. 9).

678. ——. A husband who is, by a matrimonial offence, disentitled to a divorce under sec. 31 of the Matrimonial Causes Act, 1857, 20 & 21 Vict. c. 85, cannot petition for damages only under sec. 33 (*Cox* v. *Cox*, [1906] P. 267; 75 L. J. P. 75). An intervener under this section or under sec. 28 of the Matrimonial Causes Act, 1857, is an "opposite party" within sec. 2 of the Married Women's Property Act, 1893, and the Court may therefore make an order for the payment of costs out of property of the wife which is subject to a restraint on anticipation (*Studley* v. *Studley*, [1913] P. 119; 82 L. J. P. 65).

678. ——. As to the conditions under which the Court will act on an uncorroborated confession of adultery, see *Getty* v. *Getty*, [1907] P. 334; 76 L. J. P. 158.

678. ——. The jury are not bound to give damages if they are of opinion that the case is not one for damages (*Gibson* v. *Gibson*, 1906, 94 L. T. 619).

679. ——. A separation deed, by which the wife condones cruelty and undertakes not to revive it, does not debar her from relying on such cruelty coupled with subsequent adultery (*Norman* v. *Norman*, [1908] P. 6; 77 L. J. P. 8). Nor will a separation deed containing a covenant not to rely on a previous cause act as a bar, where the respondent has repudiated the deed (*Balcombe* v. *Balcombe*, [1908] P. 176; 77 L. J. P. 81).

679. ——. Where a petitioner relies on the communication of a venereal disease, it must be specifically pleaded (*Walker* v. *Walker*, 1912, 107 L. T. 655).

679. ——. In a suit for divorce where the cruelty alleged is the communication of a venereal disease, it is not necessary to plead that the respondent communicated the disease knowingly, wilfully, or recklessly. After proof by the petitioner of the existence of the disease and the absence of intercourse with a third party, the onus is on the respondent to prove that he is not guilty of the cruelty (*Browning* v. *Browning*, [1911] P. 161; 80 L. J. P. 74).

679. ——. The order of a Court of summary jurisdiction may in certain cases be accepted as evidence of corroboration of cruelty (*Judd* v. *Judd*, [1907] P. 241; 76 L. J. P. 120).

679. ——. *Dod* v. *Dod*, [1906] P. 189, was approved and followed in *Harriman* v. *Harriman*, [1909] P. 123; 78 L. J. P. 62. See DESERTION herein.

679. ——. The filing and prosecution of a suit against a husband for judicial separation, on the grounds of adultery, prevent the period of desertion from running after the suit is filed (*Stevenson* v. *Stevenson*, [1911] P. 191; 80 L. J. P. 137).

680. ——. *Churchward* v. *Churchward*, [1895] P. 7, was distinguished in *Scott* v. *Scott*, [1913] P. 52; 82 L. J. P. 39, in which case a wife who had obtained a decree of judicial separation with permanent alimony, accepted an offer by the husband that if she petitioned for a divorce he would pay her a lump sum on the filing of the petition, another lump sum on the decree being made absolute, increase her allowance, and provide her with the evidence necessary to support the petition. Bucknill, J., held that there had been no collusion, which he defined as an improper act done, or an improper refraining from doing an act, for a dishonest purpose.

680. ——. The Court refused to grant a decree of divorce to a wife who had delayed bringing her petition for seventeen years, and whose object in bringing it at all appeared to be to allow her husband to marry a woman with whom he had been living; this decision was affirmed by the Court of Appeal (*Pears* v. *Pears*, 1912, 107 L. T. 505).

680. ——. Condoned adultery by a wife is revived by her refusal to comply with an order for restitution of conjugal rights (*Price* v. *Price*, [1911] P. 201; 80 L. J. P. 145).

680. ——. In a case where by a deed of separation the parties covenant not to institute proceedings in respect of offences committed prior to the deed, the subsequent adultery of the husband will revive prior acts of cruelty so as to entitle the wife to a divorce in a case where the husband does not set up the deed (*Bourne* v. *Bourne*, [1913] P. 164; 82 L. J. P. 117).

680. ——. The Evidence Further Amendment Act, 1869, 32 & 33 Vict. c. 68, sec. 3, enacts that the parties to any proceeding instituted in consequence of adultery, and their husbands and wives are competent witnesses, but that no witness in any proceeding, whether a party or not, is liable to be asked, or bound to answer, any question tending to show that he or she has been guilty of adultery, unless the witness has already given evidence in the same proceeding in disproof of his or her alleged adultery. This section protects witnesses who have refrained from giving evidence as to any alleged adultery, but does not protect a respondent wife who has given evidence of her adultery in support of pleas of connivance and conducing conduct from being cross-examined as to the time and circumstances of such adultery (*Ruck* v. *Ruck*, [1911] P. 90; 80 L. J. P. 17). In *Lewis* v. *Lewis*, [1912] P. 19; 81 L. J. P. 24, a wife petitioned for judicial separation, alleging cruelty by the husband in that he had falsely accused her of adultery with a named man. In his answer the husband accused her of adultery with the man, and cited him as co-respondent in a cross petition for dissolution of the marriage. The wife gave evidence in support of the allegations in her petition, and was cross-examined as to the adultery. It was held that the questions were admissible, although she had not denied the adultery.

681. ——. *Constantinidi* v. *Constantinidi*, [1903] P. 246, was questioned in *Evans* v. *Evans*, [1906] P. 125; 75 L. J. P. 27. For an instance of the exercise of the discretion under sec. 31 of the Matrimonial Causes Act, 1857, see *Dodson* v. *Dodson*, 1905, 54 W. R. 220. See also *Pretty* v. *Pretty*, [1911] P. 83; 80 L. J. P. 19, where the Court exercised its discretion in favour of a petitioner wife who had been guilty of adultery and had committed perjury by denying such adultery. The Court will consider the future circumstances of a wife in exercising its discretion, and does not treat a man and a woman on the same footing. The Court considers each case on its merits and is not bound by rigid rules (*ibid.*, and see *Bulloch* v. *Bulloch*, 1910, 103 L. T. 847).

681. ——. The discretion of the Court under sec. 31 of the Matrimonial Causes Act, 1857, is absolutely unfettered, whether in the case of a man or a woman, and will be exercised according to the facts of each case (*Woltereck* v. *Woltereck*, [1912] P. 201; 81 L. J. P. 145). In this case the discretion was exercised in favour of a husband who had, in previous proceedings, been found guilty of one isolated act of adultery and of cruelty.

681. ——. On an intervention by the King's Proctor, the Court will take into consideration all the facts proved under the King's Proctor's plea, and the petitioner's answer thereto, even in a case in which it appears that material facts were deliberately withheld from the Court at the hearing of the petition. Each case is considered on its own merits, and is dealt with as justice may require, the interests of the community at large and of public morality being considered as well as those of the parties interested. After considering all the evidence, and all the circumstances of the case, the Court will decide whether to rescind the decree *nisi*, or whether to exercise its discretion under sec. 31 of the Matrimonial Causes Act, 1857, or adopt some intermediate course which would necessitate a further inquiry to ascertain the true facts. The suppression of material facts is a most grave matter, and even where innocent may lead to the rescission of the decree *nisi*. All facts are material which the Court ought to know when determining how to exercise its discretion (*Brooke* v. *Brooke*, [1912] P. 136, 205; 81 L. J. P. 75).

682. ——. A petitioner is allowed a reasonable time after a decree *nisi* may be made absolute in order to decide whether to proceed to make the decree absolute (*Parsons* v. *Parsons*, [1907] P. 331; 76 L. J. P. 159).

682. ——. In the absence of other grounds, the Court will not refuse to make a decree absolute on the ground of delay where the only result would be that the petitioner would have to start proceedings *de novo* by filing a new petition (*Giannetti* v. *Giannetti*, [1913] P. 137; 82 L. J. P. 111).

682. ——. After a decree has been made absolute, the Court has no jurisdiction to rescind it on the ground that the verdict of the jury and the decree were obtained by fraud (*Kemp-Welch* v. *Kemp-Welch*, [1912] P. 82; 81 L. J. P. 25).

683. ——. Line 12, *for* "Vol. III. p. 486," *read* "*Ante*, p. 65."

683. ——. A husband who has brought an unsuccessful petition for divorce against his wife cannot proceed with a second petition until he has paid the wife's costs of the first petition (*Sanders* v. *Sanders*, [1911] P. 101; 80 L. J. P. 44).

683. ——. The position of a foreign co-respondent has received much judicial notice in recent years. In *Baker* v. *Baker*, [1908] P. 257; 77 L. J. P. 96, it was held that leave should be asked to proceed without making the foreigner a co-respondent. In *Boger* v. *Boger*, [1908] P. 300; 77 L. J. P. 151, such a co-respondent was held to be entitled to notice of the proceedings; and in *Levy* v. *Levy*, [1908] P. 256; 77 L. J. P. 95, a foreign co-respondent was held to be entitled to be dismissed from the suit, but without costs, where he had entered an absolute appearance. These cases and many others were reviewed in *Rayment* v. *Rayment* and *Chapman* v. *Chapman*, [1910] P. 271; 79 L. J. P. 115, in each of which a Scotch co-respondent applied to be dismissed from the suit. Sir S. Evans, President, laid down the following propositions:—(1) The jurisdiction of the Court over co-respondents, both as to damages and costs, does not depend on domicile, allegiance, or residence. (2) If a foreign co-respondent is served in England that fact gives the Court jurisdiction over him. (3) A foreign co-respondent may be served abroad, and if he is so served, the statute authorising service gives the Court jurisdiction over him. (4) In proper cases the Court will dismiss or dispense with a foreign co-respondent, but he is not entitled as of right to be dismissed. The President further expressed the opinion that an order for damages or costs might be enforced in Ireland or Scotland under the Judgments Extension Act, 1868.

683. ——. Where a husband resists a petition by his wife for a judicial separation on the ground of the adultery of the wife, he may in his answer claim damages against the alleged adulterer (*N.* v. *N.*, [1913] P. 75; 82 L. J. P. 56).

683. ——. The validity of a marriage in the Channel Islands elsewhere than in the Established Church must be proved by expert evidence (*Westlake* v. *Westlake*, [1910] P. 167; 79 L. J. P. 36).

683. ——. A divorce suit is purely personal, and the executor of a deceased co-respondent cannot be brought before the Divorce Court so as to make the estate liable for damages (*Brydges* v. *Brydges*, [1909] P. 187; 78 L. J. P. 97).

686. Documents, Discovery of.—In *Birchal* v. *Crisp*, [1913] 2 Ch. 375; 82 L. J. Ch. 442, the plaintiff claimed to be entitled as assignee to a share of a commission alleged to be due to one defendant J. from his co-defendants C. & Co. C. & Co. filed a defence denying all liability, and alleging that they had a claim against J. for damages for misrepresentation, which could be set off against any claim for commission by J. The plaintiff obtained discovery from J., and C. & Co. applied under Ord. XXXI. r. 14, for production to them of the documents disclosed in J.'s affidavit. The Court of Appeal applying *Shaw* v. *Smith*, 1886, 18 Q. B. D. 193; 56 L. J. Q. B. 174, held that as there were no rights to be adjusted in the action between J. and C. & Co., C. & Co. were not entitled to an order for production.

687. ——. After *Yorkshire Provident Co.* v. *Gilbert*, [1895] 2 Q. B. 148, add a reference to *Arnold & Butler* v. *Bottomley*, [1908] 2 K. B. 151; 77 L. J. K. B. 584, a libel action in which it was held that the defendant's particulars of justification were not sufficiently explicit to entitle him to inspect the plaintiff's books.

688. ——. Under Ord. XXXI. r. 19 A, (2) a Judge at Chambers and Court of Appeal have power to inspect documents for the purpose of deciding as to the validity of a claim to privilege. No particular formula of words is conclusive against the evidence furnished by the documents themselves as to their being privileged (*Birmingham and Midland Motor Omnibus Co.* v. *L. & N. W. Rly.*, [1912] 3 K. B. 850).

688. ——. Letters written by a member of a trade union to the officials of the union, giving them information on which the union was to decide whether he was entitled to bring an action at the expense of the union, are not privileged from discovery (*Jones* v. *Great Central Railway*, [1910] A. C. 4; 79 L. J. K. B. 191).

688. ——. In a Probate suit in which the mental capacity of the deceased is in question, discovery will not be granted of briefs prepared by one of the plaintiffs while acting as solicitor for the deceased which are alleged to contain matter referring to the state of the deceased's mind (*In re Cooper ; Curtis* v. *Beaney*, [1911] P. 181 ; 80 L. J. P. 87).

689. ——. If a party making an affidavit of documents has misconceived his case, so that the Court is practically certain that if he had conceived it properly, and had acted on a proper view of the law, he would have disclosed further documents, the Court can refuse to recognise the affidavit as conclusive, and can order a further affidavit (*British Association of Glass Bottle Manufacturers* v. *Nettlefold*, [1912] A. C. 709 ; 81 L. J. K. B. 1125.

689. ——. In *Kent Coal Concessions Ltd.* v. *Duguid*, [1910] 1 K. B. 904 ; 79 L. J. K. B. 423 ; [1910] A. C. 452 ; 79 L. J. K. B. 872, the Court of Appeal ordered the plaintiffs in a libel action, who had disclosed certain reports and balance sheets, to disclose also the books upon which the reports and balance sheets were founded, and the House of Lords refused to interfere with the exercise of their discretion. This case was distinguished in *Irish Agricultural Wholesale Society* v. *M'Cowan*, [1913] 2 I. R. 313.

690. ——. Where in a patent action the plaintiff admits in answer to interrogatories that he has granted licences to use the invention, and has not disclosed any documents referring to the licences in his affidavit of documents, he will be ordered to file a further and better affidavit of documents, under Ord. XXXI. r. 19 A, on the ground that there is an irresistible inference that he has in his possession documents of the same class as the agreement to grant the licence (*British Association of Glass Bottle Manufacturers* v. *Nettlefold*, [1912] 1 K. B. 369 ; 81 L. J. K. B. 270).

692. Dogs.—The owner of a dog known to be dangerous to mankind is liable for injury done by it to another person, even if the injury is due to the intervening voluntary act of a third party, *e.g.* where the third party incites the dog to bite. The owner of such an animal must keep it secure at his peril (*Baker* v. *Snell*, [1908] 2 K. B. 825 ; 77 L. J. K. B. 1090).

692. ——. It has been held in Scotland that the patting of a strange dog is not contributory negligence (*Gordon* v. *Mackenzie*, [1913] S. C. 109). In the same case it was held that evidence was admissible that the dog had bitten other people after the date of the bringing of the action.

693. ——. After *Powell* v. *Knight*, 38 L. T. 607, add a reference to *Hooker* v. *Gray*, 1907, 96 L. T. 706, a case of a trespassing cat.

693. ——. *Williams* v. *Richards*, [1907] W. N. 90, is now reported in [1907] 2 K. B. 88 ; 76 L. J. K. B. 589.

693. ——. Justices may make an order that a dangerous dog be destroyed in a case where the dog has been sent out of their jurisdiction before the information is preferred (*Lockett* v. *Withey*, 1908, 99 L. T. 838 ; 72 J. P. 492).

694. ——. The Dogs Order, No. 791 of 1906, made under the Diseases of Animals Act, 1894, and the Dogs Act, 1906, will be found in the St. R. & O. 1906, p. 140, and the Dogs (Ireland) Order, No. 858 of 1906, *ibid.* p. 142.

695. Domestics.—As to the custom of terminating the contracts of domestic servants at the end of the first month, see *George* v. *Davies*, [1911] 2 K. B. 445; 80 L. J. K. B. 924, *sub tit.* MASTER AND SERVANT herein.

697. Domicil.—The mere fact that a person is born in a British Colony does not make him a subject of that Colony so as to make a judgment recovered against him in the Colony enforceable in England (*Gibson* v. *Gibson*, [1913] 3 K. B. 379; 82 L. J. K. B. 1315). In this case the defendant was born in Victoria, where he resided for 26 years. He then came to live in England, and visited Victoria several times up to 1906. In 1911, judgment was recovered against him in Victoria, he not having appeared in the proceedings. It was held that the judgment was not enforceable in this country.

701. ——. Except possibly in exceptional cases, for which see Lord Cranworth's judgment in *Dolphin* v. *Robins*, 1859, 7 H. L. C. 418, a married woman cannot acquire a domicil other than that of her husband, if she has not obtained a decree of judicial separation or its equivalent (*In re Mackenzie; Mackenzie* v. *Edwards-Moss*, [1911] 1 Ch. 578; 80 L. J. Ch. 443). In this case the question of the conflict of laws where there is an English marriage settlement and the husband is a domiciled Scotsman was fully discussed.

701. ——. In exceptional cases the Court will depart from the ordinary rule of domicil which regulates the jurisdiction in divorce. In *De Montaigu* v. *De Montaigu*, [1913] P. 154; 82 L. J. P. 125, the petitioner, an Englishwoman, married a Frenchman and lived in this country with him. The marriage was set aside in France at the instance of the husband's father. The wife obtained a decree for restitution of conjugal rights, and then presented a petition for divorce, which was founded on his adultery and statutory desertion. The Court considered that in such exceptional circumstances it ought to depart from the ordinary rule, and grant the petitioner a divorce.

702. ——. *In re Mégret*, [1901] 1 Ch. 547; 70 L. J. Ch. 451, was distinguished in *In re Price*; *Lawford* v. *Price*, [1911] 2 Ch. 286; 80 L. J. Ch. 525. In the latter case an Englishwoman had a general power of appointment over certain funds in England. She married a Dutch husband and acquired a Dutch domicil. Her will was in Dutch form, and was admitted to probate in England. By it she appointed her husband sole heir of all her property, which the law allowed her to dispose in his favour. It was held that both by Dutch and English law the appointment made the property her assets for all purposes, and that she had the same power of disposing of it as of her absolute property, and therefore that her husband was only entitled to seven-eighths of it.

VOLUME V.

3. Donatio Inter Vivos.—*For* "335," *read* "835."

12. Drainage.—By the Land Drainage Act, 1847, 10 & 11 Vict. c. 38, where by reason of the neglect of an occupier of land to maintain or join in maintaining the banks, or to cleanse and scour or join in cleansing and scouring the channels of existing drains, streams, or watercourses lying in or bounding his land, injury is caused to any other land, the occupier of such land may require such neglect to be made good, and in default thereof may himself undertake the necessary work. The provisions of the Act are confined to the land itself, and would not apply to such a case as that of injury to a watermill (*Finch* v. *Bannister*, [1908] 2 K. B. 441 ; 77 L. J. K. B. 718).

12. Drains and Sewers.—See also, RIVERS POLLUTION herein.

13. ——. A ditch or channel constructed by a landowner on his property, for the purpose of carrying off surface water, and in which there is no constant flow of water, is not a natural stream or watercourse within sec. 17 of the Public Health Act, 1875. Such a channel is a sewer within sec. 4, but is within the first exemption of sec. 13, and therefore is not vested in the local authority (*Phillimore* v. *Watford Rural Council*, [1913] 2 Ch. 434 ; 82 L. J. Ch. 514).

13. ——. A drain which was vested in a highway authority does not become a sewer by virtue of sec. 25 of the Local Government Act, 1894, 56 & 57 Vict. c. 73, which vests it in a district council which is also the sanitary authority (*Williamson* v. *Durham Rural District Council*, [1906] 2 K. B. 65 ; 75 L. J. K. B. 498).

13. ——. Under sec. 21 of the Public Health Act, 1875, an owner or occupier of premises is not entitled to connect his drain with a sewer on private ground if the sewer is a sewer merely because it takes the drainage of more than one house (*Wood* v. *Ealing Tenants, Ltd.*, [1907] 2 K. B. 390 ; 76 L. J. K. B. 764).

13. ——. If a local authority has permitted an occupier of a house outside the district to connect a drain to their sewer, or have done so themselves, they cannot subsequently impose terms for the continuance of the connection under sec. 21 of the Public Health Act, 1875 (*East Barnet Valley Urban Council* v. *Stallard*, [1909] 2 Ch. 555 ; 79 L. J. Ch. 103).

14. ——. After *Kershaw* v. *Taylor*, [1895] 2 Q. B. 471, add a reference to *Harvey* v. *Busby*, 1906, 95 L. T. 91.

14. ——. Where a pipe conveys the drainage to two houses into a larger pipe, which also receives drainage from other pairs of houses, and which discharges into a sewer, the larger of the two pipes is a sewer and not a single private drain within sec. 19 of the Public Health Acts Amendment Act, 1890 (*Wood Green Urban Council* v. *Joseph*, [1908] A. C. 419 ; 77 L. J. K. B. 924).

15. ——. If the owners of land through which a natural watercourse passes, enclose it in pipes or a culvert, it does not thereby become a drain, so as to vest it in the local authority under the Public Health Act, 1875 (*Shepherd* v. *Croft*, [1911] 1 Ch. 521 ; 80 L. J. Ch. 170).

15. ——. A sewer is only vested in a local authority for the purpose of enabling the authority to perform its duty. If the duty is shifted on an individual, and the sewer ceases to be a sewer, it is no longer vested in the local authority (*Kershaw* v. *Smith*, [1913] 2 K. B. 455 ; 82 L. J. K. B. 791).

17. ——. After *Green* v. *Newington Vestry*, [1898] 2 Q. B. 1, add a reference to *Harvey* v. *Busby*, 1906, 95 L. T. 91.

20. ——. Add a reference to *Jary* v. *Barnsley Corporation*, [1907] 2 Ch. 600; 76 L. J. Ch. 593, a decision under the Public Health Act, 1875 (Support to Sewers) Amendment Act, 1883.

20. ——. Section 17 of the Public Health Act only prohibits the discharge of such sewage or filthy water as would affect the purity and quality of the water of stream (*Att.-Gen.* v. *Birmingham, Tame and Rea District Drainage Board*, [1908] 2 Ch. 551; 77 L. J. Ch. 836; [1910] 1 Ch. 48; 79 L. J. Ch. 137). See this case in the House of Lords, [1912] A. C. 788; 82 L. J. Ch. 45.

20. ——. A riparian owner can maintain an action, and is entitled to an injunction against any one who interferes with his right to the flow of water in its natural purity past his land, without proving actual damage. The discharge of fæcal matter into a stream, so that it is carried by wind or stream on to another's land, is a trespass, on the principle of *Rylands* v. *Fletcher*, 1868, L. R. 3 H. L. 330. On the principle in that case, the owner of a sewer, irrespective of who built it, is bound to prevent the sewage inflicting injury to others, and this applies to a local authority, even although the inhabitants have a statutory right to discharge sewage into its sewers. If the injury is permanent the reversioner may obtain an injunction without joining his tenant as co-plaintiff. Where a sewer was constructed by a board of guardians before the Local Government Act, 1894, 56 & 57 Vict. c. 73, the board was in the same position as a private person, in respect of injury to a riparian owner by allowing the escape of sewage, and the liability for such injury is passed by the Local Government Act, 1894, 56 & 57 Vict. c. 73, sec. 25, to the rural district council, and to the urban district council by an order of the county council converting the rural into an urban district council (*Jones* v. *Llanrwst Urban Council* (No. 1), [1911] 1 Ch. 393; 80 L. J. Ch. 145, in which case *Glossop* v. *Heston and Isleworth Local Board*, 1879, 12 Ch. D. 102, and *Att.-Gen.* v. *Dorking Union*, 1882, 20 Ch. D. 595, were discussed).

22. Driftway.—See *Reynolds* v. *Barnes*, cited *sub tit.* INCLOSURE ACTS, *infra*.

25. Drunkenness.—Where a prisoner has committed murder while drunk, the jury should be directed that a man must be presumed to intend the natural causes of his acts, but that this presumption may be rebutted by showing that his mind was so affected by drink that he was incapable of knowing that what he was doing was dangerous (*R.* v. *Meade* (No. 2), [1909] 1 K. B. 895; 78 L. J. K. B. 476).

26. Due Regard.—See ENDOWED SCHOOLS herein.

32. Easement.—The law does not recognise any easement of prospect or privacy (*Browne* v. *Flower*, [1911] 1 Ch. 219; 80 L. J. Ch. 181).

35. ——. Line 25, *for* "grantor," *read* "grantee."

37. ——. The law as to the acquisition of a right of way by one tenant over the land of another tenant, holding under a common landlord as existing in Ireland at the present time, was discussed by Dodd, J., in *Flynn* v. *Harte*, [1913] 2 I. R. 322. In that case the defendant had acquired a right of way over the land of the plaintiff held under the same landlord. The plaintiff erected a gate at the point where the right of way emerged on the county road. It was held that this was not an obstruction to the defendant's right.

38. ——. A lost grant over one road was presumed where an old award had given a right over another road which had either never been made or had been abandoned for seventy years (*Hulbert* v. *Dale*, [1909] 2 Ch. 570; 79 L. J. Ch. 48).

55. Ecclesiastical Fees.—An Order of the Privy Council of October 6, 1908 (St. R. & O. 1908, p. 385), fixes the fees and payments to be taken on the consecration of churches, chapels, and burial-grounds, on the ordination of deacons and priests, and on visitations under the Ecclesiastical Fees Act, 1867. The old customary procuration is still annually due, however, to the archdeacon, whether his visitation is held in respect of grouped parishes, or in respect of an individual parish (*Exeter* (*Archdeacon*) v. *Green*, [1913] P. 21).

62. Education.—Vagrants who prevent children from receiving education are liable to penalties under the Children Act, 1908, 8 Edw. VII. c. 67, sec. 118.

62. ——. A local authority may fix thirteen years as the minimum age for total exemption from attendance at school for children employed in agriculture. The powers of local authorities as to by-laws in sec. 1 of the Elementary Education (School Attendance) Act (1893) Amendment Act, 1899, are not altered by sec. 6 (1) of the Elementary Education Act, 1900 (*Strong* v. *Treise*, [1909] 1 K. B. 613; 78 L. J. K. B. 401).

Truancy on the part of a child does not relieve a parent of his duty under sec. 4 of the Elementary Education Act, 1876 (*London County Council* v. *Hearn*, 1909, 78 L. J. K. B. 414); nor does the fact that a child is in a verminous condition, which is capable of easy remedy, even if the authorities have ordered the child not to be allowed into the school (*Walker* v. *Cummings*, 1912, 107 L. T. 304.

62. ——. A parent summoned under sec. 12 of the Elementary Education Act, 1876, may show as a reasonable excuse for not complying with an attendance order that the child is being efficiently instructed at home (*R.* v. *Yorkshire* (*W. R.*) *JJ.*; *Ex parte Broadbent*, [1910] 2 K. B. 192; 79 L. J. K. B. 731).

62. ——. As to whether the verminous condition of other children attending the same school is a valid reason for not sending children to school, see *Symes* v. *Brown*, 1913, 109 L. T. 232.

63. ——. Where a local education authority made a by-law under sec. 74 of the Education Act, 1870, exempting from attendance, under certain conditions, children over a certain age provided they were beneficially employed, it was held that the parents of the children must prove affirmatively that the children were so employed, and that it lay with the education authority and not with the justices to decide whether a particular occupation was or was not beneficial (*Holloway* v. *Crow*, [1911] 1 K. B. 636; 80 L. J. K. B. 153).

Where a by-law made under the same Act excused from attendance any child under efficient instruction in some other manner, it was held that the justices had jurisdiction to decide that a child was receiving efficient instruction without deciding that such education was as efficient as that which the child would have received at a public elementary school (*Bevan* v. *Shears*, [1911] 2 K. B. 936; 80 L. J. K. B. 1325).

63. ——. Where a by-law provided that one of the "reasonable excuses" for non-attendance at school should be that there was no public elementary school which the child could attend "within three miles, measured according to the nearest road, from the residence of such child," it was held that the expression "nearest road" included any route or tract by which a person could get from one place to another (*Hares* v. *Curtin*, [1913] 2 K. B. 328; 82 L. J. K. B. 707).

66. ——. The duty to control, manage, maintain, and keep efficient a public elementary school extends to the playgrounds, and a County Council is liable to a scholar injured therein through non-repair (*Ching* v. *Surrey County Council*, [1910] 1 K. B. 736; 79 L. J. K. B. 481; see also *Morris* v. *Carnarvon County Council*, [1910] 1 K. B. 840; 79 L. J. K. B. 670, where a child was injured by a heavy swing door). As to the liability of the local education authority for the supply of water to non-provided schools, see *Trowbridge Water Co.* v. *Wilts County Council*, [1909] 1 K. B. 824; 78 L. J. K. B. 406.

66. ——. In *Jackson* v. *London County Council*, 1911, 76 J. P. 217, a contractor left building material in the playground of a school. One of the boys threw a lump of the material at another of the boys and injured him. The Court of Appeal held that there was evidence on which the jury could find negligence against both the contractor and the education authority.

66. ——. Where a teacher in a school of an education authority sent a child of thirteen years of age to attend to a fire in a room in which the teachers had their meals and the child was burned in consequence, it was held that the teacher was liable for damages to the child, but that the education authority was not (*Smith* v. *Martin*, [1911] 2 K. B. 775; 80 L. J. K. B. 1256).

If an education authority provide a conveyance to take children to and from school, the authority is liable for damages to a child arising from the negligence of those in charge of the conveyance even if the child is not one of those who is entitled to use the conveyance (*Shrimpton* v. *Hertfordshire County Council*, 1911, 104 L. T. 145).

66. ——. A local education authority has no power to differentiate between the salaries paid to equally qualified teachers doing similar work in provided and non-provided schools (*Board of Education* v. *Rice*, [1910] 2 K. B. 165; 79 L. J. K. B. 595; [1911] A. C. 179; 80 L. J. K. B. 796).

67. ——. Under sec. 7 (1) of the Education Act, 1902, the appointment of cleaners and caretakers in non-provided public elementary schools is vested in the managers (*Gillow* v. *Durham County Council*, [1913] L. C. 54; 82 L. J. K. B. 206).

67. ——. By the Education (Administrative Provisions) Act, 1911, 1 & 2 Geo. v. c. 32, it is provided that where children resident in the area of one local education authority for the purposes of Part I. of the Education Act, 1902, are being educated in a public elementary school in the area of another education authority, the Board of Education may, on the application of that other education authority (called the applicant authority), and after giving the first-named authority (called the respondent authority) an opportunity of being heard, make a contribution order (s. 1 (1)). A contribution order is an order directing the respondent authority to pay to the applicant authority such annual sum as the Board think proper, in respect of children resident in the area of the respondent authority who, in the opinion of the Board, are properly being educated in the area of the applicant authority (s. 1 (2)). In considering whether children are properly receiving education outside the area in which they reside, the Board is to have regard to the interests of secular instruction, to the wishes of the parents as to the education of their children, and to the economy of the rates (s. 1 (3)). Sums due to an applicant authority under a contribution order are recoverable as a debt due from the respondent authority, and the Board may, without prejudice to any other remedy on the part of the applicant authority, pay any such sums to the applicant authority, and deduct the sums so paid from any sum payable to the respondent authority on account of Parliamentary grants (s. 1 (4)). Questions as to the amounts due under contribution orders between education authorities are to be referred to the Board, whose decision is final (s. 1 (5)). The Board has power to revoke or vary a contribution order on the application of either authority, after giving the other authority an opportunity to be heard. A contribution order is not to alter the effect of any subsisting agreement between two or more local education authorities made before December 16, 1911, with respect to contributions in connection with the education of children, unless the parties agree (s. 1 (6)).

Section 2 gives the Board power on the application of the local education authority to alter the date at which the limit of age is to be reckoned under sec. 22 (2) of the Act of 1902.

Section 3 exempts school buildings from building by-laws in cases where the plans are approved by the Board.

Section 4 deals with the auditing of accounts.

68. ——. It is *ultra vires*, as contravening sec. 7 of the Act of 1902, for the local education authority to direct the discontinuance in a non-provided school of the giving of secular instruction altogether to individual scholars, or to scholars of a particular age, or who have attained a certain efficiency but have not completed their school career (*Wilford* v. *Yorkshire* (*West Riding*) *County Council*, [1908] 1 K. B. 685; 77 L. J. K. B. 436).

68. ——. The duty imposed on a local education authority by sec. 7 (1) of the Education Act, 1902, to maintain and keep efficient all public elementary schools in their district extends to the provision of furniture to a new non-provided school (*R.* v. *Easton; Ex parte Oulton*, [1913] 2 K. B. 60; 82 L. J. K. B. 618).

69. ——. As to the provision of medical treatment and the recovery of the cost thereof, see the Education (Administrative Provisions) Act, 1907, 7 Edw. VII. c. 43, sec. 13, and the Local Education Authorities (Medical Treatment) Act, 1909, 9 Edw. VII. c. 13.

69. ——. The Board have no power under the Education Act, 1902, 2 Edw. VII. c. 42, sec. 7 (3), to decide questions of law (*Board of Education* v. *Rice*, [1910] 2 K. B. 165; 79 L. J. K. B. 595; [1911] A. C. 179; 80 L. J. K. B. 796).

69. ——. In order that the dismissal of a teacher in a non-provided school should be on "grounds connected with the giving of religious instruction in the school" within sec. 7 (1) (*c*), it is necessary that the grounds should be in fact connected with the giving of religious instruction; it is not sufficient that the managers think that the grounds are so connected. The fact that a teacher has ceased to be a member of the Church of England is not such a ground. A teacher in an elementary non-provided school has a statutory right to his position until the requirements of the Act as to his dismissal have been complied with (*Smith* v. *Macnally*, [1912] 1 Ch. 816; 81 L. J. Ch. 483).

69. ——. As to the effect of Schedule I. (3) of the Act of 1902, which states that the acts of the managers are not to be invalidated by reason of any defect in the election, appointment, or qualification of any manager, see *Meyers* v. *Hennell*, [1912] 2 Ch. 256; 81 L. J. Ch. 794.

69. ——. As to powers of local authorities to examine school children and to cleanse verminous and filthy children, see Children Act, 1908, 8 Edw. vii. c. 67, sec. 122.

84, 85. Election, Equitable Doctrine of.—*In re Oliver's Settlement*, [1905] 1 Ch. 191, was followed in *In re Nash; Cook* v. *Frederick*, [1910] 1 Ch. 1; 79 L. J. Ch. 1.

159. Elections.—In boroughs where the town council is not the local authority, the local authority is the county council having jurisdiction over the borough or over the greater part of the area thereof. Paragraph 2 of sec. 18 of the Parliamentary Electors Registration Act, 1868, 31 & 32 Vict. c. 58, is repealed by the Polling Arrangements (Parliamentary Boroughs) Act, 1908, 8 Edw. vii. c. 14. The Act does not apply to Scotland or Ireland.

163. ——. The Extension of Polling Hours Act, 1913, 3 & 4 Geo. v. c. 6, provides that where any candidate at a parliamentary election, or an agent on his behalf, give notice in writing to the returning officer during nomination time, or within one hour afterwards, that he wishes the poll at that election:—to commence at seven o'clock before noon, or—to be kept open until nine o'clock in the afternoon, or—to commence at seven o'clock in the forenoon and to be kept open until nine o'clock in the afternoon, the Election (Hours of Poll) Act, 1885, is to be construed as if the hours specified in the notice were substituted for eight o'clock in the forenoon or eight o'clock in the afternoon, as the case may be (s. 1 (1)). For the purpose of giving public notice of the hours of polling under the Act, paragraph 9 of Schedule I. of the Ballot Act, 1872, is to be construed as if references to the day on which the poll is to be taken included references to the hours at which the poll commences and closes (s. (2)). If the candidate is withdrawn or is deemed to be withdrawn under the provisions of the Ballot Act, 1872, any notice given by him is deemed to be of no effect (s. 1 (3)). "Agent" means an election agent within the meaning of the Corrupt and Illegal Practices Prevention Act, 1883; "nomination time" means the time appointed for the election within the meaning of the Ballot Act, 1872 (s. 1 (4)).

175. ——. An outgoing alderman may not, as alderman, vote in the election of mayor. Section 61 (3) of the Municipal Corporations Act, 1882, is repealed (Municipal Corporations Amendment Act, 1910, 10 Edw. vii. and 1 Geo. v. c. 19).

175. ——. An alderman of a municipal borough may not, as such, vote in the election of an alderman of the borough. Section 60 (3) of the Municipal Corporations Act, 1882, is repealed, as is also the word "outgoing" in sec. 60 (6) (Municipal Corporations Amendment Act, 1910, 10 Edw. vii. and 1 Geo. v. c. 19).

185. ——. The powers of county councils for dividing electoral divisions into polling districts for the purpose of the election of county councillors may be exercised from time to time as often as they think fit. They may alter any polling district from time to time (Polling Districts (County Councils) Act, 1908, 8 Edw. vii. c. 13).

189. Electric Lighting by the Electric Lighting Act, 1909, 9 Edw. vii. c. 34. The Board of Trade may by Provisional Order authorise any existing authorised undertakers to acquire land for generating stations. The provisions of the Lands Clauses Acts apply (s. 1). No generating station may be constructed on land acquired by agreement after March 31, 1909, unless authorised by special Act or Provisional Order. The restriction does not apply to transforming, converting or distributing stations (s. 2). Section 3 empowers the Board to authorise the breaking up of streets outside the area of supply when the generating station is situated outside the area.

Except in cases of special circumstances or of magnitude, which are to be dealt with by private bills, the Board may authorise or compel the supply of electricity in bulk, and may adapt the Electric Lighting Acts to special cases, and may authorise undertakers to supply electricity in bulk to other undertakers (s. 4, and see s. 20). The Board may also consent to undertakers supplying electricity at any point within the area of supply to railways, tramways, and canals situated partly within and partly without the area, subject to safeguards to observatories and laboratories (s. 5). Under certain circumstances the Board may authorise the supply to premises outside the area of supply (s. 6).

Section 7 makes provision for the right of local authorities to purchase works outside their districts which are used for supplying electricity within the districts, and section 8 deals with the joint exercise of electric lighting powers by local authorities. The Board may grant a Provisional Order notwithstanding that the notice required by sec. 4 of the Act of 1882 has not been given if the local authority waives its right to such notice (s. 9).

The period of seven years for the revision of maximum prices and for representations as to such revision in sec. 32 of the Schedule to the Electric Lighting (Clauses) Act, 1899, is altered to five years; representations may be made by not less than twenty consumers (s. 10). New provisions are provided for the use and certification of meters (s. 11 and Sched. II.).

The accounts of local authorities, except where more convenient in special cases, are to be made up to March 31 (s. 12).

The powers of undertakers can only be transferred in accordance with the provisions of a licence, order, or special Act (s. 14).

A person having a separate supply is not entitled to demand a supply from undertakers unless he agrees to pay them a minimum annual sum sufficient to give them a reasonable return on the capital and other standing charges necessary to supply the possible maximum demand for the premises; the sum is to be settled by arbitration in default of agreement (s. 15). All lines, fittings and appliances let on hire by the undertakers and properly marked as their property are to remain the property of, and be removable by, the undertakers ; this provision applies to lines, etc., on the hire-purchase system until all instalments are paid (s. 16). Twenty-four hours' notice must be given by a consumer before quitting premises, in default of which he is liable in respect of the supply till the next usual period for ascertaining the register of the meter, or the date from which the next occupier requires a supply, whichever shall first occur (s. 17). The undertakers may refuse a supply to a consumer whose payments are in arrear, whether for the same premises or not (s. 18).

Electrical energy is deemed to be goods, wares, or merchandise for the purpose of sec. 59 of the Stamp Act, 1891, and also for the exemption numbered 3 under the heading " Agreement or any memorandum of an agreement " in Schedule I. thereof (s. 19).

Section 22 contains provisions for the protection of royal palaces, parks and gardens, museums, and other public buildings and their contents.

Section 23 prohibits the competition of unauthorised persons with authorised undertakers. Section 24 protects from compulsory purchase land belonging to and used or authorised to be used by gas and water undertakers.

191. ——. Section 10 of the Electric Lighting Act, 1882, does not authorise a local authority to supply fittings and appliances to customers (*Att.-Gen.* v. *Leicester Corporation,* [1910] 2 Ch. 359 ; 80 L. J. Ch. 21). This case was followed in *Att.-Gen.* v. *Sheffield Corporation,* 1912, 106 L. T. 367.

191. ——. In any case where there is no person or body liable to repair a street or part of a street, secs. 12 and 13 of the Electric Lighting Act, 1882, and sched. (12) (2) of the Electric Lighting (Clauses) Act, 1899, absolutely prevent the undertakers from breaking up the street or part of it (*Andrews* v. *Abertillrey Urban Council,* [1911] 2 Ch. 398 ; 80 L. J. Ch. 724).

193. ——. A municipal body who are bound to give a supply to certain persons and are liable to penalties in default of so doing are liable to an action for damages for default in supplying persons whom they are not bound by their Act to supply, but whom they have contracted to supply (*Morris* v. *Loughborough Corporation,* [1908] 1 K. B. 205 ; 77 L. J. K. B. 91).

206. Employers and Workmen.—In sec. 3 (1) of the Employers and Workmen Act, 1875, the word " claims " includes claims not put forward by the workman which the Court finds to exist (*Keates* v. *Lewis Merthyr Consolidated Collieries,* [1911] A. C. 641 ; 80 L. J. K. B. 1318).

209. Employers' Liability.—For the duty of an employer to give proper instruction to his employees, and the duty of an employer towards young persons, see NEGLIGENCE, Vol. IX. pp. 560, 563, 564.

209. ——. In an action by a servant for damages alleged to have been caused by the breach of a rule under the Coal Mines Regulation Acts, the *onus* is on the master to prove that he has complied with the rules (*Britannic Merthyr Coal Co.* v. *David,* [1910] A. C. 74 ; 79 L. J. K. B. 153). But see *Watkins* v. *Naval Colliery Co.,* [1911] 2 K. B. 162 ; 80 L. J. K. B. 746. In this case the owners of a colliery equipped their winding engine with a brake sufficient to stop the cage when containing twenty men, and also with an efficient spanner bar, as recommended by the then mine manager. A subsequent manager increased the load in the cage to twenty-six men. A workman having been killed through the cage not having been stopped at the right time, the jury found that the death was caused by the inefficiency of the brake and a deficiency in the spanner bar. They also found that both were adequate when fitted; that there was no negligence in the owners of the colliery (the defendants), but there was negligence in the manager in ordering twenty-six men to use the cage, and in the mechanical engineer in not adequately repairing the spanner bar. On these findings the Court of Appeal entered judgment for the defendants on the ground that the negligence was the negligence of the manager and mechanical engineer, and that sec. 49, r. 30, of the Coal Mines Regulation Act, 1887, 50 & 51 Vict. c. 58, did not impose an unqualified obligation on the defendants, but only an obligation to provide such means as their duly qualified manager should deem necessary. The House of Lords reversed this decision, on the ground that sec. 16 (1) of the Act imposes an absolute duty on the owners of a mine to supply safe means for lowering persons employed by them into the mine, [1912] A. C. 693; 81 L. J. K. B. 1056).

In *Butler* v. *Fife Coal Co.*, [1912] A. C. 149; 81 L. J. P. C. 97, a miner was killed by the presence in the mine of carbon monoxide gas. The presence of this gas was not detected by the managers, who had no previous experience of it. The House of Lords held that sec. 49 of the Coal Mines Regulation Act imposed on the owners of the mine the duty of appointing managers with the requisite knowledge to safeguard the workers in the mine, and that as they had not discharged this duty they were liable in damages at common law.

210. ——. A chorus singer and a scene shifter are in common employment (*Burr* v. *Theatre Royal, Drury Lane,* [1907] 1 K. B. 544; 76 L. J. K. B. 459).

210. ——. A workman employed by a shipmaster to work in a ship's hold, and a craneman employed by a harbour authority to work a crane which has been hired by the shipmaster, are not in common employment (*M'Cartan* v. *Belfast Harbour Commissioners,* [1911] 2 Ir. P. 143).

211. ——. A volunteer who is assisting a workman is in the same position as regards common employment as the workman he is assisting (*Lunnie* v. *Glasgow and South-Western Rly.*, 1906, 8 F. 546).

211. ——. A collier and the engineer of the colliery, and a mason employed in repairing a wall alongside a private railway, were held to be in common employment (*Coldrick* v. *Partridge,* [1910] A. C. 77; 79 L. J. K. B. 173).

211. ——. A boy of fourteen was invited by a fireman in the employment of the defendants to assist in pulling a fire escape which had been used in a fire drill. While so doing he was injured. The jury found that the defendants' servants were guilty of negligence in the management of the escape, and in allowing the plaintiff to assist in pulling it. The Court of Appeal held that the doctrine of common employment applied, and that the plaintiff could not recover damages (*Bass* v. *Hendon Urban Council,* 1912, 28 T. L. R. 317.

211. ——. As to the inapplicability of the doctrine of common employment in cases where there has been a breach of a statutory duty, see *Butler* v. *Fife Coal Co.*, [1912] A. C. 149; 81 L. J. P. C. 97; *Jones* v. *Canadian Pacific Railway*, 1913, 83 L. J. P. C. 13.

217. ——. A notice of accident under the Employers' Liability Act, 1880, addressed to the employer, a company, enclosed in an envelope addressed to the cashier, and delivered at the office of the company, was held sufficient (*Duncan* v. *Fife Coal Co.*, 1905, 7 F. 958).

219. ——. A rigger employed on the deck of a vessel which was being warped across a dock, but not as one of the ship's crew, was held not to be a seaman, and to be entitled to the benefits of the Employers' Liability Act, 1880 (*Macbeth* v. *Chislett*, [1910] A. C. 220; 79 L. J. K. B. 376).

219. ——. By virtue of Convention, signed at Paris on July 3, 1909, and the Workmen's Compensation (Anglo-French Convention) Act, 1909, 9 Edw. vii. c. 16, British subjects who meet with accidents arising out of their employment as workmen in France, and persons entitled to claim through, or having rights derivable from them, are entitled to the benefits of the compensation and guarantees secured to French citizens by the legislation in force in France in regard to the liability of employers in respect of such accidents, and similar benefits are extended to French workmen in England. Certain modifications are made in the Act by Order in Council of November 22, 1909 (St. R. & O. 1909, No. 1372).

220. ——. Except as regards seamen, the operation of the Act of 1906 is confined to employment in the United Kingdom (*Tomalin* v. *Pearson*, [1909] 2 K. B. 61; 78 L. J. K. B. 863). See, however, the Workmen's Compensation (Anglo-French Convention) Act, 1909, *supra*.

220. ——. The Act of 1906 only applies to accidents within the United Kingdom, with the exception of accidents to a member of the crew of a British ship. Where therefore a workman who was on his way to perform work in a foreign country under a contract of service was lost with the ship on which he was travelling, his widow was held not to be entitled to compensation (*Schwartz* v. *India-Rubber, Gutta-Percha and Telegraph Works Ltd.*, [1912] 2 K. B. 299; 81 L. J. K. B. 780).

220. ——. A private arrangement between a workman and his employer that the latter will be responsible for all injuries resulting from the workman undertaking certain dangerous work will not extend the scope of the Act so as to entitle the workman to recover compensation under the Act for an accident which is outside the actual words of the Act (*Poulton* v. *Kelsall*, [1912] 2 K. B. 131; 81 L. J. K. B. 774).

220. ——. Whether or not a person is a "workman" is a question of fact, and the Court of Appeal will only interfere when the arbitrator has misdirected himself (*Simmons* v. *Heath Laundry Co.*, [1910] 1 K. B. 543; 79 L. J. K. B. 395). In this case the meaning of "contract of service" was discussed.

220. ——. In *Wilmerson* v. *Lynn & Hamburg Steamship Co.*, [1913] 3 K. B. 931; 82 L. J. K. B. 1064, a port authority appointed a number of licensed meters and weighers, who were the only meters and weighers who were entitled to act in the port. They could only be dismissed by the port authority, who did not, however, receive any profit from their services. When they were required they were supplied by the authority in rotation, and were paid through the authority. If a meter did not give satisfaction, the person who had asked for him could ask for another licensed meter, and in such a case the next one on the list would be supplied. The applicant, who was one of these licensed meters, was injured while working for the respondents, and the Court of Appeal held that there was evidence on which the County Court Judge could find that he was a workman within the Act, and that the respondents were his employers.

220. ——. In *Knight* v. *Bucknill*, [1913] W. C. & I. Rep. 175, a person who described himself as a jobbing gardener, and who was employed in lopping trees and doing similar work in a garden, was held not to be a workman within the Act, on the ground that his work was of a casual nature.

220. ——. In calculating whether a person employed otherwise than in manual labour is entitled to compensation on the ground that his remuneration does not exceed £250 a year, bonuses paid to him for good service should be included, and also any profits made by him in his employment with the knowledge of his employers. The word "remuneration" is used in the same meaning as the word "earnings" (*Skailes* v. *Blue Anchor Line*, [1911] 1 K. B. 360; 80 L. J. K. B. 442).

221. ——. The Treasury Warrant of September 16, 1887, made under the Superannuation Act, 1887, has been altered by Treasury Warrant dated August 21, 1907, so as to exclude persons entitled to compensation under the Act of 1906 (St. R. & O. 1907, p. 863).

221. ——. Although a workman in the naval or military service of the Crown is excluded from the Act, still where such a person is injured in the employment of a private individual his remuneration received from the Crown must be taken into consideration as earnings under a concurrent contract of service under Schedule I. 2 (*b*) (*SS. Raphael* (*Owners*) v. *Brandy*, [1911] A. C. 413; 80 L. J. K. B. 1067, where a stoker who was a member of the Royal Naval Reserve was injured while engaged on a mercantile steamer).

221. ——. In *Henneberry* v. *Doyle*, [1912] 2 Ir. R. 529, two workmen employed by different employers were unloading coal from a vessel. They changed their work, and while so employed one of them met with an accident. The Irish Court of Appeal held that he was entitled to compensation from his employer, although he was actually doing the work which the other employer had contracted to do.

222. ——. The following have been held to be workmen within the meaning of sec. 13 of the Workmen's Compensation Act, 1906:—A washerwoman and charwoman employed in a private house on regular days (*Dewhurst* v. *Mather*, [1908] 2 K. B. 754; 77 L. J. K. B. 1077); a professional football player paid a weekly salary and bound to obey the orders of the club (*Walker* v. *Crystal Palace Football Club*, [1910] 1 K. B. 87; 79 L. J. K. B. 229); a man employed to fix enamel letters on windows when such work offered, but who was not bound to accept work (*Taylor* v. *Burnham*, [1910] S. C. 705); the master of a ship in which he also owns shares (*Sharpe* v. *Carswell*, [1910] S. C. 391).

A captain, appointed to be master of a sailing barge for one voyage, and receiving a share of the freight, was held to be a workman and entitled to compensation (*Smith* v. *Horlock*, 1913, 109 L. T. 196).

In *Colquhoun* v. *Woolfe*, [1912] S. C. 1190, a fisherman was employed as one of the crew of a steam trawler. By the terms of his contract he was paid a wage of 30s. a week, and a commission of 2d. in the pound on the value of the fish caught. He was held entitled to compensation under the Act. (But see *infra*).

In *Tombs* v. *Bomford*, 1912, 106 L. T. 823, a farmer at the request of a labourer agreed to allow the labourer to cut a hedge on the farmer's land which formed the boundary between the farmer's field and the labourer's garden. By their arrangement the farmer was to pay the labourer 10s. and was to have the poles cut from the hedge. The labourer having met with an accident while cutting the hedge, he was held to be entitled to compensation.

The following have been held not to be within the Act :—A window cleaner who was sent for when required and paid a fixed sum, but who had no contract with the owner of the house (*Hill* v. *Begg*, [1908] 2 K. B. 802 ; 77 L. J. K. B. 1074) ; a taxicab driver remunerated by a share of the takings, over whose actions the owner of the cab had no control other than the power to refuse to allow him to take the cab out (*Doggett* v. *Waterloo Taxicab Co.*, [1910] 2 K. B. 336 ; 79 L. J. K. B. 1085. *Smith* v. *General Motor Cab Co.*, [1911] A. C. 188 ; 80 L. J. K. B. 839) ; the master of a vessel worked on a sharing system, under which he received one-third of the gross freights, out of which he paid certain of the expenses (*Boon* v. *Quance*, 1910, 102 L. T. 443) ; an engineer of a fishing vessel remunerated by a share in the profits, which share was guaranteed by the owners not to be less than a fixed weekly sum (*Admiral Fishing Co.* v. *Robinson*, [1910] 1 K. B. 540 ; 79 L. J. K. B. 551). A son working for his father and paying board and lodging to him, who was injured while working in a different town where he had taken lodgings (*M'Dougall* v. *M'Dougall*, [1911] S. C. 426).

224. ——. The signing by a seaman of the statutory release under sec. 136 of the Merchant Shipping Act, does not operate to prevent the seaman from subsequently making a claim under the Workmen's Compensation Act, 1906 (*Buls* v. *Teutonic* (*Owners*), [1913] 3 K. B. 695 ; 82 L. J. K. B. 1331).

224. ——. An engineer on a fishing boat who is remunerated by a share of the profits, which share is guaranteed by the owners not to be less than a fixed weekly sum, is excluded from the Act by sec. 7 (2) (*Admiral Fishing Co.* v. *Robinson*, [1910] 1 K. B. 540 ; 79 L. J. K. B. 551).

224. ——. A member of a crew of a fishing boat, who was paid a fixed wage together with an allowance of 3d. in the pound on the net profits, was held to be excluded from the Act by sec. 7 (2) (*Costello* v. *Kelsall*, [1913] A. C. 407 ; 82 L. J. K. B. 873).

224. ——. A fisherman excluded by sec. 7 (2) cannot claim compensation for an accident arising out of employment incidental to his engagement, *e.g.* stowing fish boxes on another vessel at an extra remuneration (*Whelan* v. *Great Northern Steam Shipping Co.*, 1909, 78 L. J. K. B. 860).

225. ——. The decision in *The Mac* was followed in *The Mudlark*, [1911] P. 116 ; 80 L. J. P. 117).

226. ——. See *M'Dermott* v. *Tintoretto (Owners)*, [1911] A. C. 35; 80 L. J. K. B. 161, as to the effect of sec. 7 (1) (*e*).

226. ——. An appeal from an order of a County Court Judge under sec. 11 of the Act of 1906, ordering the detention of a ship lies to the Divisional Court and not to the Court of Appeal (*Panagotis* v. "*Pontiac*" (*Owners*), [1912] 1 K. B. 74; 81 L. J. K. B. 286).

227. ——. The Orders extending Schedule III. of the Act of 1906 are consolidated and added to by the Order of July 30, 1913 (St. R. & O., No. 814), the provisions of which are set out below :—

1. Subject to the modifications hereinafter specified, the provisions of sec. 8 of the Workmen's Compensation Act, 1906, shall extend and apply to the diseases, injuries, and processes, specified in the first and second columns of the Schedule annexed to this Order, as if the said diseases and injuries were included in the first column of the Third Schedule to the Act, and as if the said processes were set opposite in the second column of that Schedule to the diseases or injuries to which they are set opposite in the second column of the Schedule annexed hereto.

2. A glass worker suffering from cataract shall be entitled to compensation under the provisions of the said section, as applied by this Order, for not more than six months in all, and for not more than four months unless he has undergone an operation for cataract.

3. A person suffering from writer's cramp shall be entitled to compensation under the provisions of the said section, as applied by this Order, for not more than twelve months.

4. In the application of the provisions of sec. 8 to telegraphist's cramp, so far as regards a workman employed by the Postmaster-General, the Post Office Medical Officer under whose charge the workman is placed shall, if authorised to act for the purposes of the said section by the Postmaster-General, be substituted for the Certifying Surgeon.

5. The Orders of May 22, 1907, and December 2, 1908, made under sec. 8, subsec. 6, of the Workmen's Compensation Act, 1906, are hereby revoked, except as regards cases arising before the date of this Order.

Schedule.

Description of Disease or Injury.	Description of Process.
1. Poisoning by nitro- and amido-derivatives of benzene (dinitrobenzol, anilin, and others), or its sequelae.	Any process involving the use of a nitro- or amido-derivative of benzene or its preparations or compounds.
2. Poisoning by carbon bisulphide or its sequelae.	Any process involving the use of carbon bisulphide or its preparations or compounds.
3. Poisoning by nitrous fumes or its sequelae.	Any process in which nitrous fumes are evolved.
4. Poisoning by nickel carbonyl or its sequelae.	Any process in which nickel carbonyl gas is evolved.
5. Arsenic poisoning or its sequelae ..	Handling of arsenic or its preparations or compounds.
6. Lead poisoning or its sequelae ..	Handling of lead or its preparations or compounds.
7. Poisoning by *Gonioma Kamassi* (African boxwood) or its sequelae.	Any process in the manufacture of articles from *Gonioma Kamassi* (African boxwood).

Description of Disease or Injury.	Description of Process.
8. Chrome ulceration or its sequelae.	Any process involving the use of chromic acid or bi-chromate of ammonium, potassium, or sodium, or their preparations.
9. Eczematous ulceration of the skin produced by dust or liquids, or ulceration of the mucous membrane of the nose or mouth produced by dust.	——
10. Epitheliomatous cancer or ulceration of the skin or of the corneal surface of the eye, due to pitch, tar, or tarry compounds.	Handling or use of pitch, tar, or tarry compounds.
11. Scrotal epithelioma (chimney-sweep's cancer).	Chimney-sweeping.
12. The disease known as Miner's Nystagmus, whether occurring in miners or others, and whether the symptom of oscillation of the eyeballs be present or not.	Mining.
13. Glanders	Care of any equine animal suffering from glanders; handling the carcase of such animal.
14. Compressed air illness or its sequelae.	Any process carried on in compressed air.
15. Subcutaneous cellulitis of the hand (beat hand).	Mining.
16. Subcutaneous cellulitis over the patella (miner's beat knee).	Mining.
17. Acute bursitis over the elbow (miner's beat elbow).	Mining.
18. Inflammation of the synovial lining of the wrist joint and tendon sheaths	Mining.
19. Cataract in glassworkers	Processes in the manufacture of glass involving exposure to the glare of molten glass.
20. Telegraphist's cramp	Use of telegraphic instruments.
21. Writer's cramp	——

227. ——. A seaman who contracts an industrial disease is not entitled to compensation (*Curtis* v. *Black*, [1909] 2 K. B. 529; 78 L. J. K. B. 1022).

227. ——. Where a workman who has been suffering from an industrial disease is duly certified as having completely recovered from his attack, with the proviso that he is susceptible to a recurrence of the disease, the *onus* is on the workman to prove that the susceptibility to a recurrence is due to the original attack and not to constitutional causes. If he fails to discharge this *onus*, the compensation should be ended (*Darroll* v. *Glasgow Iron and Steel Co.*, [1913] S. C. 387; [1913] W. C. & I. Rep. 80).

228. ——. The regulations as to certifying surgeons under sec. 8 of the Act of 1906 will be found in St. R. & O. 1907, p. 445, and 1908, p. 489.

228. ——. Section 8 (2) as to the burden of proof has no application till it has been proved that the workman has died from one of the diseases mentioned in the Third Schedule (*Haylett* v. *Vigor*, [1908] 2 K. B. 837 ; 77 L. J. K. B. 1132).

229. ——. A workman suffering from lead poisoning furnished his employers with a list of employers for whom he had worked during the previous twelve months, as required by sec. 8 of the Act of 1906, but falsely stated that he had not used white lead in their employment. It was held he was still entitled to recover, the last employers not having been prejudiced by the false statement (*Taylor* v. *Burnham*, [1910] S. C. 705).

229. ——. Under sec. 8 (1) (*c*) (iii.) an employer who has last employed a workman who has contracted a disease by a gradual process, is entitled to an arbitration to determine the contribution to be paid by former employers, without proving that the disease was in fact contracted while the workman was employed by such former employers (*Mallinder* v. *Moores*, [1912] 2 K. B. 124 ; 81 L. J. K. B. 714).

229. ——. When a workman contracts an industrial disease, and the fact that he has once suffered from that disease leaves him more liable to contract it in the future, he is entitled to compensation (*Garnant Anthracite Collieries Ltd.* v. *Rees*, [1912] 3 K. B. 372 ; 81 L. J. K. B. 1189) ; but the increased susceptibility and its effect on his wage-earning power must be proved, the onus being on the workman (*Jones* v. *New Brynmally Colliery Co.*, 1912, 106 L. T. 524).

230. ——. Where a certifying surgeon fixes the date of the commencement of an industrial disease at a date other than that claimed by the workman, or does not fix any date, or does not, in any other particular, give the certificate asked for by the workman, the workman can appeal from his decision in the same way as if the certifying surgeon had refused to give a certificate, and the medical referee may alter or fix the date, as the case may be (*Birks* v. *Stafford Coal and Iron Co.*, [1913] 3 K. B. 686 ; 82 L. J. K. B. 1334).

230. ——. In *M'Ginn* v. *Udston Coal Co.*, [1912] S. C. 668, a miner obtained a certificate from a certifying surgeon that he was suffering from nystagmus, which is one of the scheduled diseases applicable to the employment of mining. On the employers' application the matter was referred to a medical referee, who found that the workman was not suffering from miner's nystagmus, but one of the other forms of that disease. In view of this finding the arbitrator dismissed the claim, on the ground that the workman had not obtained a certificate as required by section 8 of the Act. It was held by the Court of Session that the workman had obtained the necessary certificate ; that the decision of the medical referee was not final as to whether the disease was or was not due to the workman's employment ; and further, that the effect of the finding that it was not due to the employment threw upon the workman the *onus* of proving that it was due to the employment. The case was accordingly remitted to the arbitrator to take evidence in accordance with the above direction. In this case it was held that a medical referee has power to affirm the certificate of a certifying surgeon, but at the same time to vary that certificate by finding that the disease is or is not due to the employment.

231. ——. A workman cannot release the employer of his liability to pay compensation to dependants in the event of the accident terminating fatally (*Williams* v. *Vauxhall Colliery Co.*, [1907] 2 K. B. 433; 76 L. J. K. B. 854).

231. ——. Where several members of a family are killed by one accident, and their wages are used as a common fund for the family, the family is partly dependent on the earnings of each, and compensation is payable in respect of each workman killed (*Hodgson* v. *West Stanley Colliery*, [1910] A. C. 229; 79 L. J. K. B. 356, overruling *Senior* v. *Fountains*, [1907] 2 K. B. 563; 76 L. J. K. B. 928, and *M'Lean* v. *Moss Bay Iron and Steel Co.*, [1909] 2 K. B. 521; 78 L. J. K. B. 849).

231. ——. The liability of an employer to make weekly payments to a workman is not affected by the fact that the workman, while entitled to the payments, is sentenced to a term of imprisonment (*M'Nally* v. *Furness, Withy & Co.*, 1913, 29 T. L. R. 678).

232. ——. Dependency is a question of fact. Where therefore a wife has lived apart from her husband for twenty years, during which time she has not been supported by him, and she has not relied on him for help, she is not dependent on him. The legal obligation of a husband to support his wife does not make her a dependant, unless he in fact does support her (*New Monckton Collieries Ltd.* v. *Keeling*, [1911] A. C. 648; 80 L. J. K. B. 1205). The same principle applies in the case of children; therefore, children who have not been in any way maintained by their father are not entitled to compensation (*Lee* v. "*Bessie*" (*Owners*), [1912] 1 K. B. 83; 81 L. J. K. B. 114). See also *Briggs* v. *Mitchell*, [1911] S. C. 705, where the legal liability of a mother to support an illegitimate child was held not in itself to constitute dependency, and *Potts* (*or Young*) v. *Niddrie and Benhar Coal Co.*, [1912] S. C. 644, in which case the mother of two children who had been deserted by their father had obtained a decree for aliment against him on their behalf, under which nothing had been recovered for about eighteen months. This case was, however, reversed in the House of Lords ([1913] A. C. 531; 82 L. J. P. C. 147). The children were held not to be dependent on their father. In the Scotch case of *Dobbie* v. *Egypt and Levant Steamship Co.*, [1913] S. C. 364; [1913] W. C. & I. Rep. 75, the Court of Session while affirming the principle that dependency is always a question of fact, held that where a father had deserted his children and had not contributed to their support for a period of three years, the children might still be dependents if there was a reasonable probability that, had he lived, he would have contributed to their support in the future.

232. ——. A child *en ventre sa mère* is a dependant whether legitimate or illegitimate (*Williams* v. *Ocean Coal Co.*, [1907] 2 K. B. 422; 76 L. J. K. B. 1073; *Orrell Colliery Co.* v. *Schofield*, [1909] A. C. 433; 78 L. J. K. B. 677). In the case of an illegitimate child *en ventre sa mère*, dependency must be proved as in any other case. An admission by the deceased workman that he is the father of the child, and a statement of his intention of marrying the mother, are not admissible in evidence. (*Ward* v. *Pitt*; *Lloyd* v. *Powell Duffryn Steam Coal Co.*, [1913] 2 K. B. 130; 82 L. J. K. B. 533). [Reversed in House of Lords, April 6th, 1914].

233. ——. Where in accordance with the regulations of a harbour coal was loaded by men selected by a foreman nominated by the harbour commissioners, the shipping agents and not the commissioners were held to be the employers (*Gorman* v. *Gibson*, [1910] S. C. 317).

233. ——. The owners of a small coasting schooner, by written agreement, gave command thereof to K. on the following conditions: K. was to work the vessel on the best paying trade for the benefit of all concerned, receiving for his services two-thirds of all freights carried, out of which he was to pay all crew's wages, victuals of crew, port charges, towages, and all other expenses connected with the working of the vessel; the remaining one-third K. thereby agreed to remit to the owners as "owners' share." If K. has cause to give up command, and so advised the owners, and if requested, K. was to bring the vessel to A. free of charge. While K. was working the vessel under this agreement, one of the crew whom he had engaged met with an accident, for which he claimed compensation against the owners under the Workmen's Compensation Act, 1906. Held, that, on the true construction of the agreement, K. was acting merely as an agent for the owners in hiring the crew, and that the relation of master and servant, within the meaning of the Act, existed between the applicant and the owners (*Kelly* v. "*Miss Evans*" (*Owners*), [1913] 2 Ir. R. 385; [1913] W. C. & I. Rep. 418).

233. ——. A distress committee under the Unemployed Workmen Act, 1905, are employers within the Act, and liable to compensate the unemployed workmen they employ (*Porton* v. *Central* (*Unemployed*) *Body for London*, [1909] 1 K. B. 173; 78 L. J. K. B. 139; *Gilroy* v. *Mackie*, [1909] S. C. 466).

234. ——. The legal personal representative of a deceased dependant is entitled to compensation although the dependant has not made a claim (*United Collieries* v. *Simpson*, [1909] A. C. 383; 78 L. J. P. C. 129).

234. ——. A workman is not entitled to compensation whose injury is prolonged by an unreasonable refusal to undergo an operation. The test is not whether there is prospect of the operation being successful, but whether in refusing the workman is acting unreasonably (*Warncken* v. *Moreland*, [1909] 1 K. B. 184; 78 L. J. K. B. 332; *Tutton* v. *Majestic Steamship*, [1909] 2 K. B. 54; 78 L. J. K. B. 530). See also *Marshall* v. *Orient Steam Navigation Co.*, [1910] 1 K. B. 79; 79 L. J. K. B. 204, where it was held that the *onus* is on the employer to show that the continued or increased injury is due to the unreasonable refusal to undergo the operation.

234. ——. An accident which does not cause incapacity for work in itself, but merely renders obvious an incapacity which is already in existence, entitles a workman to compensation. Thus a workman was held entitled to recover compensation for an accident which necessitated the removal of an already blind eye (*Ball* v. *Hunt*, [1912] A. C. 496; 81 L. J. K. B. 782).

234. ——. In *Higgs & Hill* v. *Unicume*, [1913] 1 K. B. 595; 82 L. J. K. B. 369, a workman met with an accident and was paid compensation for some years. He was offered light work by his employers, but refused it, his own doctor certifying that he was unable to do any continuous work. The employers applied for the diminution and termination of the compensation. The evidence of the employers' doctors was that the workman had no physical disability which would prevent him doing light work or beginning work as a bricklayer, but that he was suffering from weakness of will and an erroneous idea that he was a chronic invalid. The County Court judge terminated the compensation, finding that the workman had unreasonably refused light work which he had been offered ; that an average man would have gone back to work long ago ; and that the workman, acting on unwise medical advice, had behaved in an unreasonable manner. He did not consider that the man was a malingerer, and agreed with the medical referee who had reported that the medical evidence given on behalf of the employers correctly represented the condition of the workman, and that a continuance of the compensation was likely to keep up that condition. On these findings the Court of Appeal held that the County Court judge was justified in terminating the compensation. Hamilton, L. J., stated that there was no fixed rule that a workman who acts on his doctor's advice cannot be held to have acted unreasonably.

234. ——. In *O'Neill* v. *Brown*, [1913] S. C. 653 ; [1913] W. C. & I. Rep. 235, a workman refused to undergo a slight operation which it was reasonably certain would result in his cure. He did so on the advice of his own doctor, who considered that the operation would be useless. In an application for a review of his weekly payments, it was held that he was precluded from claiming a continuance of the compensation by his refusal to undergo the operation.

234. ——. In the Scotch case of *Hargreave* v. *Haughhead Coal Co.*, [1912] A. C. 319 ; 81 L. J. P. C. 167, the workman, a miner, lost his right eye as the result of an accident. For a considerable period his employers paid him compensation on the footing of total incapacity, and then applied to review the weekly payments by ending or reducing them. The arbitrator found that the workman was fit to resume his former employment ; that he was suffering from incipient cataract in the left eye, which was in no way connected with the acccident ; that the cataract would gradually cause his wage-earning capacity to diminish ; and that his wage-earning capacity was not diminished by the loss of his right eye. On these findings the arbitrator made an order ending the compensation, and the House of Lords held that he was right in doing so.

235. ——. The onus of proof is on the applicant to prove affirmatively that the accident arose out of and in the course of the employment (*M'Donald* v. *Banana Steamship*, [1908] 2 K. B. 926 ; 78 L. J. K. B. 26 ; *Craske* v. *Wigan*, [1909] 2 K. B. 635 ; 78 L. J. K. B. 994 ; *Fletcher* v. *Duchess* (*Owners*), [1911] A. C. 671 ; 81 L. J. K. B. 33 ; *Barnabus* v. *Bersham Colliery*, 1910, 103 L. T. 513 ; *Hawkins v. Powell's Tillery Steam Coal Co. Ltd.*, [1911] 1 K. B. 988 ; 80 L. J. K. B. 769), but where the injury is apparently caused by an accident arising out of and in the course of the employment, and the employer seeks to prove that the injury is in fact due to a previous accident, the *onus* is on the employer to prove that the injury is caused by the previous accident (*Borland* v. *Watson*, [1912] S. C. 15).

235. ——. The following have been held not to be accidents arising out of and in the course of the employment :—The inhalation of sewer gas by a workman employed in a sewer (*Broderick* v. *London County Council*, [1908] 2 K. B. 807 ; 77 L. J. K. B. 1217) ; the inhalation of sewer gas by gardener cleaning out cesspool, no date being fixable for the happening of the occurrence (*Eke* v. *Hart-Dyke*, [1910] 2 K. B. 677 ; 80 L. J. K. B. 90) ; inhalation of gas in cottage which workman inhabited rent free in return for cleaning offices (*Wray* v. *Taylor*, 1913, 109 L. T. 120); the result of a practical joke played by one employee on another (*Fitzgerald* v. *Clarke*, [1908] 2 K. B. 796; 77 L. J. K. B. 1018); accident to workman in part of works where he had no right to be (*Brice* v. *Lloyd*, [1909] 2 K. B. 804; 79 L. J. K. B. 37); injury to lady's-maid's eye by needle while protecting herself from cockchafer (*Craske* v. *Wigan*, [1909] 2 K. B. 635; 78 L. J. K. B. 994); unexplained drowning at sea (*Bender* v. *Zent Steamship*, [1909] 2 K. B. 41; 78 L. J. K. B. 533; *Marshall* v. *Wild Rose Steamship*, [1910] A. C. 486; 79 L. J. K. B. 912); *Burwash* v. *Leyland*, 1912, 56 S. J. 703, but see *contra Lee* v. *Stag Line*, 1912, 107 L. T. 509; unexplained drowning in harbour (*Lendrum* v. *Ayr Steam Shipping Co.*, [1913] S. C. 331; [1913] W. C. & I. Rep. 10); unexplained death of engine driver who had alighted from engine (*Dyhouse* v. *Great Western Railway*, 1913, 109 L. T. 193); captain of ship drowned while waiting for boat on pier after visiting hotel, there being no evidence that he went to the hotel on his employer's business (*Fletcher* v. "*Duchess*" *Steamship* (*Owners*), [1911] A. C. 671; 81 L. J. K. B. 33); injury caused by getting on to moving train in contravention of employers' regulations (*Pope* v. *Hill's Plymouth Co.*, 1911, 105 L. T. 678); injury to miner through getting on to hutch to be carried to pit bottom at end of work in contravention of regulation (*Kane* v. *Merry & Cunninghame*, [1911] S. C. 533); fall by seaman returning to ship after being on shore with leave, provided he has not reached the gangway or other means of access to ship (*Leach* v. *Oakley*, [1911] 1 K. B. 523; 80 L. J. K. B. 313; and see *Moore* v. *Manchester Liners* and *Kitchenham* v. *S.S. Johannesburg* (*Owners*), *infra*); *Gilbert* v. *Nizam* (*Owners*), [1910] 2 K. B. 555; 79 L. J. K. B. 1172); accident to seaman leaving ship to go home when he had reached ladder fixed permanently to side of quay (*Webber* v. *Wansborough Paper Co.* [1913], 3 K. B. 615, 82 L. J. K. B. 1058); accident to seaman leaving ship at end of his employment, after he had reached the dock authority's premises (*Cook* v. "*Montreal*" (*Owners*), 1913, 108 L. T. 164; accident to miner on employer's premises before starting work (*Anderson* v. *Fife Coal Co.*, [1910] S. C. 8); accident to workman on way to work, the soil of the footpath where the accident happened being vested in his employer (*Williams* v. *Assheton Smith*, 1913, 108 L. T. 200; [1913] W. C. &. I. Rep. 146); accident to miner leaving work by unauthorised route (*Hendry* v. *United Collieries Ltd.*, [1910] S. C. 709); miner killed by light engine on private branch while leaving work, and at spot 400 yards from mouth of pit (*Graham* v. *Barr & Thornton*, [1913] S. C. 538; [1913] W. C. & I. Rep. 202); accident while workman returning from work on bicycle supplied by employers (*Edwards* v. *Wingham Agricultural Implement Co.*, [1913] 3 K. B. 596; 82 L. J. K. B. 998; accident to workman going to work by way which involved trespassing (*Gilmour* v. *Dorman, Long, & Co.*, 1911, 105 L. T. 54); injury by frost-bite while driving tradesman's cart (*Warner* v. *Couchman*, [1912] A. C. 35; 81 L. J. K. B. 45); assault on carter by drunken man (*Mitchinson* v. *Day*, [1913] 1 K. B. 603; 82 L. J. K. B. 421); accident to miner firing a shot in contravention of rules (*Kerr* v. *Baird*, [1911] S. C. 701); injury to miner through doing work of shot-firer in contravention of statutory regulation (*Smith* v. *Fife Coal Co.*, [1913] S. C. 662; [1913] W. C. & I. Rep. 343); injury to workman doing work not intrusted to him (*Burns* v. *Summerlee Iron Co.*, [1913] S. C. 227; [1913] W. C. & I. Rep. 45); unexplained recurrence of old rupture (*Walker* v. *Murray*, [1911] S. C.

825); injury by attack of strikers (*Murray* v. *Denholm*, [1911] S. C. 1087); death from wasp sting, it not being proved that the workman was stung in the course of his employment (*Amys* v. *Barton* [1912] 1 K. B. 40; 81 L. J. K. B. 65); workman walking along railway. instead of road, in the course of his employment (*M'Laren* v. *Caledonian Railway*, [1911] S. C. 1075); accident to brakesman through riding on lorry when he should have been walking behind it (*Revie* v. *Cumming*, [1911] S. C. 1032); accident to workman while relieving nature in forbidden place (*Thomson* v. *Flemington Coal Co.*, (1911] S. C. 823), and in an unreasonable place (*Rose* v. *Morrison*, 1911, 80 L. J. K. B. 1103); accident to workman while riding in empty tub in a mine contrary to express orders (*Barnes* v. *Nunnery Colliery Co.*, [1912] A. C. 44; 81 L. J. K. B. 213); accident to message boy while using hoist in building where he was delivering goods, when he knew that the use of the hoist was forbidden (*M'Daid* v. *Steel*, [1911] S. C. 859); accident to workman while doing work in such a manner as to take it outside the scope of his employment (*Plumb* v. *Colden Flour Mills Co.*, 1913, 30 T. L. R. 174; accident to workman while travelling to receive his wages on cart belonging to his employer, the right to travel in the cart being no part of his contract of service (*Parker* v. *Pout*, 1911, 105 L. T. 493); inflammation to hand, injured seven years previously, caused by using new description of tool (*Noden* v. *Galloways*, [1912] 1 K. B. 46; 81 L. J. K. B. 28); accident to miner while hewing coal where forbidden to do so (*Weighill* v. *South Hetton Coal Co.*, [1911] 2 K. B. 717; 80 L. J. K. B. 1052); ship's engineer trying to reach his ship in open boat without oars (*Halvorsen* v. *Salvensen*, [1912] S. C. 99); injury to workman while removing clothes before starting work (*Peel* v. *Lawrence*, 1912, 28 T. L. R. 318); heart disease, probably brought on by strain (*Spence* v. *Baird*, [1912] S. C. 343); septic poisoning, which might have been contracted during work, in cut inflicted at home (*Chandler* v. *Great-Western Railway Co.*, 1912, 106 L. T. 479); accidental drowning of sailor immediately after being put on board his ship in a drunken state while the ship was leaving the quay (*Frith* v. *Lousianian (Owners)*, [1912] 2 K. B. 155; 81 L. J. K. B. 701); injuries resulting from attack on employee by his employer (*Blake* v. *Head*, 1912, 28 T. L. R. 321); heat apoplexy while stooping at work outdoors on hot day (*Blakey* v. *Robson*, [1912] S. C. 334); fall due to faintness while going message on hot day (*Rodger* v. *Paisley School Board*, [1912] S. C. 584); blood poisoning to miner where evidence was not sufficient to connect the accident with the workman's employment (*Jenkins* v. *Standard Colliery*, 1911, 105 L. T. 730); contraction of scarlet fever by hospital attendant who could not prove the time and place where the malady was actually contracted (*Martin* v. *Manchester Corporation*, 1912, 106 L. T. 741); heart failure where no particular event could be shown to have produced it (*Ritchie* v. *Kerr* [1913] S. C. 613; [1913] W. C. & I. Rep. 297); see also *Woods* v. *Wilson*, [1913] W. C. & I. Rep. 569; chill caused by miner having to wait in draught in obedience to order to leave mine (*Brown* v. *Watson*, [1913] S. C. 593; [1913] W. C. & I. Rep. 223); chill caused by miner standing in water caused by breakdown of pump, when he might have stood in dry, but stood in wet in order to get out of mine quickly (*M'Luckie* v. *Watson*, [1913] S. C. 975); pleurisy caused by over-exertion in work, (*M'Millan* v. *Singer Sewing Machine Co.*, [1913] S. C. 346; [1913] W. C. & I. Rep. 70; death caused by fall during fit of coughing due to diseased lung (*Butler* v. *Burton-on-Trent Union*, 1912, 106 L. T. 824; accident to workman while cycling between two of his employer's farms, caused by workman's dog colliding with bicycle (*Greene* v. *Shaw*, [1912] 2 Ir. R. 430); accident to message boy while boarding tramway car in motion (*Symon* v. *Wemyss Coal Co.*, [1912] S. C. 1239); injury to carter in yard by corrugated iron being blown off adjoining roof (*Guthrie* v. *Kinghorn*, [1913] S. C. 1155, but see *Adamson* v. *Anderson*, [1913] S. C. 1038, *infra*).

235. ——. The following have been held to be accidents arising out of and in the course of the employment:—A bite by a stable cat during meal hour (*Rowland* v. *Wright*, [1909] 1 K. B. 963; 77 L. J. K. B. 1071; 24 T. L. R. 852); a faint due to heat-stroke in a ship's stokehold (*Ismay* v. *Williamson*, [1908] A. C. 437; 77 L. J. P. C. 107); death from chill contracted while cleaning mill-race (*Sheerin* v. *Clayton*, [1910] 2 Ir. R. 105); fall by seaman returning to ship by means of ladder after being ashore with leave (*Moore* v. *Manchester Liners*, [1910] A. C. 498; 79 L. J. K. B. 1175; *Kitchenham* v. *S.S. Johannesburgh* (*Owners*), [1911] A. C. 417; 80 L. J. K. B. 1102); *aliter* if the accident happens before he reaches the gangway or other means of access to the ship (*Leach* v. *Oakley*, [1911] 1 K. B. 523; 80 L. J. K. B. 313); unexplained disappearance of seaman who was ill and was on watch (*Swansea Vale* (*Owners*) v. *Rice*, [1912] A. C. 238; 81 L. J. K. B. 672); an accident which occurred to a miner while waiting on a private platform for a private train to take him from the mine (*Cremin* v. *Guest, Keen & Nettlefold*, [1908] 1 K. B. 469; 77 L. J. K. B. 326); an accident to a ship's steward while returning to his ship by a forbidden way (*Robertson* v. *Allan*, 1908, 77 L. J. K. B. 1072); death under an operation reasonably necessitated to complete recovery from an accident (*Shirt* v. *Calico Printers' Association*, [1909] 2 K. B. 51; 78 L. J. K. B. 528); death from pneumonia supervening accident in a case where the workman left hospital against doctor's orders (*Dunnigan* v. *Cavan*, [1911] S. C. 579); pneumonia contracted by miner by being immersed in water owing to breakdown of pump in mine (*Drylie* v. *Alloa Coal Co.*, [1913] S. C. 549; [1913] W. C. &. I. Rep. 213); strain causing rupture of aneurism of the aorta (*Clover v. Hughes*, [1910] A. C. 242; 79 L. J.] K. B. 470); distinguished, *Ritchie* v. *Kerr*, [1913] S. C. 613, [1913] W. C. & I. Rep. 297; accident on way back from hotel to watchman who had to find his own refreshment (*Low* v. *General Steam Fishing Co.*, [1909] A. C. 523; 78 L. J. P. C. 148); accident to collier while passing through line of trucks on way from work (*Gane* v. *Norton Hill Colliery Co.*, [1909] 2 K. B. 539; 78 L. J. K. B. 921); injury to gamekeeper resulting from attack by poachers (*Anderson* v. *Balfour*, [1910] 2 Ir. R. 497); murder of cashier while taking money from bank to employer's premises (*Nisbet* v. *Rayne*, [1910] 2 K. B. 689; 80 L. J. K. B. 84) (these two cases were disapproved by the Court of Session in Scotland in *Murray* v. *Denholm*, [1911] S. C. 1087); burns suffered by ship's carpenter from fire among shavings, ignited by match thrown from the shore by third party (*Manson* v. *Forth & Clyde Steamship Co.*, [1913] S. C. 921; [1913] W. C. & I. Rep. 399); injury to domestic servant owing to mortar falling from roof of her bedroom (*Aldridge* v. *Merry*, [1913] 2 I. R. 308; accident to miner by gate on employers' premises before he had started work (*Hoskins* v. *Lancaster*, 1910, 26 T. L. R. 612); miner found dead in mine some distance from work (*Sneddon* v. *Greenfield Coal and Brick Co.*, [1910] S. C. 362); nervous shock to miner resulting from assisting badly injured fellow-workman

(*Yates* v. *South Kirkby, Featherstone and Hemsworth Collieries*, [1910] 2 K. B. 538; 79 L. J. K. B. 1035); accident to canvasser while going rounds and using bicycle with knowledge but not under orders of employer (*Pierce* v. *Provident Clothing & Supply Co.*, [1911] 1 K. B. 997; 80 L. J. K. B. 831; *M'Neice* v. *Singer Sewing Machine Co.*, [1911] S. C. 12); accident on employer's premises while applying for wages two days after employment ceased (*Riley* v. *Holland*, [1911] 1 K. B. 1029; 80 L. J. K. B. 814); accident to workman caused through getting off waggon drawn by traction engine in order to pick up pipe he had dropped (*M'Lauchlan* v. *Anderson*, [1911] S. C. 529); accident to seaman while working on gangway, caused by his hanging on to the stern of a vessel instead of walking off gangway, while gangway was being shifted (*Gallant* v. "*Gabis*" (*Owners*), 1913, 108 L. T. 50); accident to brakesman of train while getting off train in dangerous manner (*Evans* v. *Astley*, [1911] A. C. 674; 80 L. J. K. B. 1171) (in this case the inference to be drawn from facts resulting in unexplained accidents was discussed; see also as to the drawing of inferences, *Howe* v. *Fernhill Collieries*, 1912, 107 L. T. 508; *Stapleton* v. *Dinnington Main Coal Co.*, 1912, 107 L. T. 247; *Parry* v. *Ocean Coal Co.*, 1912, 106 L. T. 713; *Fleet* v. *Johnson*, [1913] W. C. & I. Rep. 149; 29 T. L. R. 207); accident to miner while fetching pick from part of a mine where he knew that there was an accumulation of gas, and had to pass an erection placed on purpose to stop him (*Conway* v. *Pumpherston Oil Co.*, [1911] S. C. 660); miner going to dangerous and forbidden part of mine to inspect progress of his work (*Harding* v. *Brynddu Colliery Co.*, [1911] 2 K. B. 747; 80 L. J. K. B. 1052); miner travelling in tub in mine, contrary to rule, the breach of which was winked at by the employers (*Richardson* v. *Denton Colliery Co.*, 1913, 109 L. T. 370); inhalation of carbon-monoxide gas by miner in coal mine (*Kelly* v. *Auchenlea Coal Co.*, [1911] S. C. 864); sunstroke on vessel in hot climate (*Davies* v. *Gillespie*, 1911, 105 L. T. 494); asphyxiation from fumes of stove in cabin at time when its use was forbidden (*Edmunds* v. *Peterston* (*Owners*), 1911, 28 T. L. R. 18); accident caused by act done against express regulation of employer, but in obedience to order of superior workman (*Geary* v. *Ginsyles*, 1913, 108 L. T. 286; accident to insurance company's collector on a stair while going to collect a premium (*Millar* v. *Refuge Assurance Co.*, [1912] S. C. 37); death after operation for two hernias, one of which was caused by the accident, the other being of long standing (*Thomson* v. *Mutter*, [1913] S. C. 619; [1913] W. C. & I. Rep. 241); aggravation of effects of accident caused by supervening disease, arising casually and not caused by any particular condition of workman (*Brown* v. *Kent*, [1913] 3 K. B. 624; 82 L. J. K. B. 1039); see also *Euman* v. *Dalyell & Co.*, [1913] S. C. 246; [1913] W. C. & I. Rep. 49; paralysis following injury to spine caused by accident (*Hewitt* v. *Stanley*, 1913, 109 L. T. 384; [1913] W. C. & I. Rep. 495); incapacity due to two causes acting independently, one the result of the accident, the other disease, there being no work which the accident prevented his doing which the disease did not also prevent him from doing (*Harwood* v. *Wyken Colliery Co.*, [1913] 2 K. B. 158; 82 L. J. K. B. 414; principle applied to workman entitled to compensation who is in prison; *M'Nally* v. *Furness, Withy & Co.*, 1913, 29 T. L. R. 678); injury to workman in yard by slate being blown off roof (*Adamson* v. *Anderson*, [1913] S. C. 1038, but see *Guthrie* v. *Kinghorn*, [1913] S. C. 1155, *supra*).

It will be noticed that in the above cases the Courts have drawn a distinction between doing a thing which the workman has been forbidden to do and doing it in a way which he has been forbidden. In the former case the accident does not, but in the latter it does, arise out of and in the course of the employment. See further *M'Cabe* v. *North*, 1913, 109 L. T. 369 ; *M'Diarmid* v. *Ogilvy* [1913] S. C. 1103.

239. ——. Pursuing a dangerous way in a mine in preference to a safe one is not serious and wilful misconduct (*Leishman* v. *Dixon*, [1910] S. C. 498). In *Harding* v. *Brynddeu Colliery Co.*, [1911] 2 K. B. 747 ; 80 L. J. K. B. 1052, a workman who, for the purposes of his employment, went to a place where he was expressly forbidden to go was held to be guilty of serious and wilful misconduct, but not to have been acting outside the scope of his employment. The workman having died as the result of the accident, his dependants were therefore held not to be excluded from the benefits of the Act under sec. 1 (2) (*c*) of the Act of 1906. In *Hopwood* v. *Olive*, 1910, 102 L. T. 790, the loss of the first and third fingers at the top joint was held to be serious and permanent disablement within sec. 1 (2) (*c*) of the Act.

In *Watkins* v. *Guest*, 1912, 106 L. T. 818, a collier was riding in a train provided by his employers for the purpose of taking him to his work. He was permanently injured while attempting to get off the train before it had stopped. It was held that the accident arose in the course of the employment, and that he was entitled to the compensation, although he had been guilty of wilful misconduct, as the injury was permanent.

239. ——. Where the County Court judge had held that a girl employed in a soda water factory, who had been injured owing to her not wearing a protective gauntlet which had been provided in accordance with a statutory requirement, had not been guilty of serious and wilful misconduct, on the ground that he was not satisfied with the steps that the employer had taken to see that the requirements were complied with, the Court of Appeal refused to interfere with his finding (*Casey* v. *Humphries*, [1913] W. C. & I. Rep. 462 ; 29 T. L. R. 647).

239. ——. The claim for compensation need not specify the amount claimed (*Thompson* v. *Goold*, [1910] A. C. 409 ; 79 L. J. K. B. 905).

239. ——. A workman who was injured at 11.30 A.M. on November 24, 1908, and made his claim for compensation at 5.30 P.M. on May 24, 1909, was held to have made the claim within six months of the accident (*Peggie* v. *Wemyss Coal Co.*, [1910] S. C. 93).

240. ——. The latter part of proviso (*a*) in sec. 2 (1) of the Act of 1906 is in no way connected with the prejudice caused to the employer, but merely excuses the want, defect, or inaccuracy, if caused by mistake, absence, or other reasonable cause (*Eke* v. *Hart-Dyke*, [1910] 2 K. B. 677 ; 80 L. J. K. B. 90).

240. ——. Where a workman failed to make a claim for compensation within six months owing to ignorance of the existence of the Act of 1906, it was held that the failure was not due to mistake or other reasonable cause within sec. 2 (1) (*b*) (*Roles* v. *Pascall*, [1911] 1 K. B. 982 ; 80 L. J. K. B. 728).

240. ——. In Scotland the Court of Session refused to excuse the absence of a claim by the workman on the ground that negotiations had been proceeding with a view to settling any right the workman had against his employer (*Devons* v. *Anderson*, [1911] S. C. 181).

An application by the wife of a workman for his wages is not a notice of claim within the Act (*Johnson* v. *Wootton*, 1911, 27 T. L. R. 487).

240. ——. The failure to give notice of the accident is excused by the belief on the part of the workman that the injury is merely trifling (*Millar* v. *Refuge Assurance Co.*, [1912] S. C. 37). In this case verbal notice had been given, within a month of the accident, and formal notice was given about four months after the accident, by which time he had left the employment.

240. ——. The question whether the failure to make a claim is due to absence abroad is one for the County Court judge (*Dight* v. *Craster Hall* (*owners*), [1913] 3 K. B. 700; 82 L. J. K. B. 1307).

240. ——. Where a workman is in daily, constant, and serious pain, delay in giving notice of the accident will not be regarded as being due to a reasonable cause (*Webster* v. *Cohen*, 1913, 108 L. T. 197). See also *Snelling* v. *Norton Hill Colliery Co.*, 1913, 109 L. T. 81.

240. ——. It has been held in Scotland that where a workman fails to give notice of the accident and to claim compensation, is due to his ignorance of the serious nature of his injuries; the failure is due to "mistake or other reasonable cause" within sec. 2 (1) of the Act of 1906 (*Ellis* v. *Fairfield Shipbuilding and Engineering Co.*, [1913] S. C. 217, [1913] W. C. & I. Rep. 88. See also *Webster* v. *Cohen*, 1913, 108 L. T. 197; *Snelling* v. *Norton Hill Colliery Co.*, 1913, 109 L. T. 81.

240. ——. Where a workman gives verbal notice of an accident to an official of the employer, who writes down the particulars in a book kept for the purpose, the entry in the book is sufficient notice of the accident to satisfy sec. 2 of the Act of 1906 (*Stevens* v. *Insoles*, [1912] 1 K. B. 36; 81 L. J. K. B. 47).

240. ——. Where a workman gave verbal notice of an accident to a sub-contractor, who did not inform the principal, as the workman expected he would, the neglect to give the notice was held not to be excused under sec. 2 (1) (*b*) (*Griffiths* v. *Atkinson*, 1912, 106 L. T. 825).

240. ——. Where the certifying surgeon fixes the date of disablement caused by an industrial disease at a time more than six months before the date of his certificate, there is reasonable cause within sec. 2 (1) (*b*) of the Act of 1906 for not having made a claim within six months, provided that the visit to the certifying surgeon has not been unduly delayed (*Moore* v. *Naval Colliery*, [1912] 1 K. B. 28; 81 L. J. K. B. 149).

240. ——. If a workman does not give notice of an accident because he does not realise the seriousness of his accident, the delay is not due to mistake or other reasonable cause within sec. 2 of the Act of 1906 (*Edgerton* v. *Moore*, [1912] 2 K. B. 308; 81 L. J. K. B. 696). In this case it was held that a delay of about a year in giving notice of the accident must, in the circumstances of the case, necessarily prejudice the employer.

240. ——. As to what circumstances will amount to an agreement by an employer to pay compensation so as to stop him from subsequently denying his liability, see *Standing* v. *Eastwood*, 1912, 106 L. T. 477.

240. ——. In an ordinary case a workman has no absolute right to insist on the presence of his own doctor during an examination under Schedule I. (4). The arbitrator must decide in each case whether such presence is reasonable (*Morgan* v. *Dixon*, [1912] A. C. 74; 81 L. J. P. C. 57).

240. ——. In *Major* v. *South Kirkby, Featherstone, & Hemsworth Collieries*, [1913] 2 K. B. 145; 82 L. J. K. B. 452, a workman was injured by an accident arising out of and in the course of his employment. His employers paid him the full weekly compensation to which he was entitled under the Act, but did so by an agreement with him and not under the Act. The payments were continued for three years, when the employers, acting on the advice of their doctor, stopped the payments. The workman then started proceedings, claiming compensation from the time that the payments had stopped. The employers served upon him a notice requiring him to submit himself to medical examination at their expense. The workman refused to do this, and the Court of Appeal held that the proceedings must be suspended under Schedule I. (4) until the examination had taken place. The Court further held that under Schedule I. (4) the employer is not restricted to one examination immediately after the notice.

241. ——. A workman who has given notice of an accident and of a claim for compensation under the Workmen's Compensation Act, and then brings an unsuccessful action at common law, cannot subsequently proceed under the notice under the Act (*Cribb* v. *Kynoch*, [1908] 2 K. B. 551; 77 L. J. K. B. 1001).

241. ——. In *Howell* v. *Bradford*, 1911, 104 L. T. 433, a workman gave his employer a receipt in full satisfaction and liquidation of all claims under the Employers' Liability Act, 1880, and the common law. Shortly afterwards the workman died. It was held by the Court of Appeal that he had not exercised the option given by sec. 1 (2) (*b*) of the Workmen's Compensation Act, and that his dependants were only barred from recovering under the Act to the extent to which he had received benefits.

241. ——. Where a claim is made under the Act of 1906, on the employers of a deceased workman, and they pay into Court the maximum amount payable under the Act, and the money so paid in is invested for the benefit of the widow and children, with the knowledge and consent of the widow, it is not competent for the widow subsequently to maintain an action under Lord Campbell's Act for damages for the loss of her husband (*Codling* v. *Mowlem*, 1913, 108 L. T. 1033).

242. ——. In sec. 6, "circumstances creating a legal liability" mean circumstances which are alleged to create such a liability. "Proceedings" are not limited to legal proceedings, but include a claim made against someone other than the employer. "Recover" is not confined to recover as the result of legal proceedings. Thus where a workman receives payments from a person not his employer, who denies liability, without taking legal proceedings, he is debarred from claiming compensation from his employer under the Act (*Page* v. *Burtwell*, [1908] 2 K. B. 758; 77 L. J. K. B. 1060).

242. ——. If a workman is injured by the negligence of a fellow-workman the employer is entitled to be indemnified by the fellow-workman under sec. 6 (2) of the Act of 1906 (*Lees* v. *Dunkerley*, [1911] A. C. 5; 80 L. J. K. B. 135). An employer who is jointly liable for an accident is not entitled to be indemnified by his joint tort-feasor (*Cory* v. *France*, [1911] 1 K. B. 114; 80 L. J. K. B. 341).

242. ——. Where an employer has paid compensation to a workman who has been injured under circumstances which render a third party liable, the employer can recover the amount of compensation paid although he has not given the notice required by rules 19 and 24 of the Workmen's Compensation Rules. In such a case he must, however, prove his claims strictly in his action against the third party, who is not bound by the decision of the arbitration (*Nettleingham* v. *Powell*, 1912, 82 L. J. K. B. 54).

242. ——. In the Scotch case of *Wright* v. *Lindsay*, [1912] S. C. 189, a workman's employers admitted his right to compensation, and made payments to him for which he gave receipts which stated that he had "elected to take compensation under the Workmen's Compensation Act," and that he reserved his claims against third parties. He further agreed to repay these sums to his employers in the event of his recovering damages against certain third parties whom he alleged to be responsible for the accident. It was held that he had not "recovered" compensation within the meaning of sec. 6 of the Act, and that he was not debarred from suing the third parties.

242. ——. In *Smith's Dock Co.* v. *Readhead*, [1912] 2 K. B. 323; 81 L. J. K. B. 808, a workman in the employment of the plaintiffs was injured by an accident from the effects of which he died in the course of a few days. The accident was caused by the negligence of the defendants' servants. The plaintiffs paid compensation to the workman's illegitimate daughter, who was his only dependant, and then brought the present action under sec. 6 for an indemnity. It was held that they were entitled to an indemnity, although the illegitimate daughter would have had no right to damages under Lord Campbell's Act.

242. ——. Where a workman who was employed in a yard was injured by a kick from a horse which had been left in the yard by a third party, it was held that the employer was not entitled to an indemnity from the owner of the horse, as it was not the natural consequence of leaving it in the yard that it should kick the man. There was no knowledge on the part of the owner of the horse that it was vicious (*Bradley* v. *Wallaces*, [1913] 3 K. B. 629; 82 L. J. K. B. 1074).

242. ——. In *The Rigel*, [1912] P. 99; 81 L. J. P. 86, it was held that the owners of a vessel which had collided with a light ship were not bound to indemnify the owners of the lightship in respect of an award made in favour of a seaman on the lightship who was suffering from shock caused by seeing the vessel looming out of the fog, on the ground that the shock was not damage "done by the ship."

242. ——. Where an employer seeks to enforce an indemnity against a third party under sec. 6 of the Act of 1906, he is not debarred from doing so from the fact that he has omitted to serve on the third party the notice required by rules 19 and 24 of the Workmen's Compensation Rules. In such a case, however, the third party is not bound by the decision of the arbitrator, and the employer must prove his claim strictly (*Nettleingham* v. *Powell*, [1913] 3 K. B 209; 82 L. J. K. B. 911).

242. ——. In *Woodcock* v. *London & North Western Railway*, [1913] 3 K. B. 139; 82 L. J. K. B. 921, the plaintiff was employed by a colliery company, and in his spare time cultivated a plot of land. In the course of his employment he was injured owing to the negligence of the defendants. The colliery company paid him compensation under the Act of 1906 in respect of this accident. He subsequently sued the defendants for damages sustained by him through his inability to cultivate the plot of land. It was held, however, that sec. 6 of the Act prevented him from maintaining such a claim.

243. ——. The words "incapacity for work" in Schedule I. (1) (*b*) include any loss or diminution in the workman's capacity to earn wages. Where, therefore, a workman as the result of an accident has to have an already blind eye removed, the effect of which removal prevents his getting employment, he is entitled to compensation although he is as good a workman as he was before (*Ball* v. *Hunt*, [1912] A. C. 496; 81 L. J. K. B. 782).

The incapacity must be due to the accident. The state of the labour market is immaterial. The question is, not whether the workman can in the existing state of the labour market get work, but whether as a result of the accident he is under an incapacity for work which prevents him from being as eligible as he was before the accident for work (*Cardiff Corporation* v. *Hall*, [1911] 1 K. B. 1009; 80 L. J. K. B. 644).

243. ——. Where several members of a family maintaining a common fund are killed in the same accident, the survivors are partly dependent on each of those killed and may claim compensation in respect of the death of each. There is nothing in the Act to prevent a partial dependant from receiving the maximum amount, viz. £300 (*Hodgson* v. *West Stanley Colliery*, [1910] A. C. 229; 79 L. J. K. B. 356).

243. ——. Where a custom exists that a workman should receive an allowance of coal during incapacity caused by an accident, his right to such allowance is not interfered with by the Act of 1906 (*Simmonds* v. *Stourbridge Glazed Brick and Fire Clay Co.*, [1910] 2 K. B. 269; 79 L. J. K. B. 997).

243. ——. There is no power to award a lump sum to a workman who is incapacitated except that given by Schedule II. (17), which is confined to cases where the incapacity has existed for over six months (*Mullholland* v. *Whitehaven Colliery Co.*, [1910] 2 K. B. 278; 79 L. J. K. B. 987).

243. ——. *Dunham* v. *Clare*, [1902] 2 K. B. 292, was applied in *Ystradowen Colliery Co.* v. *Griffiths*, [1909] 2 K. B. 533; 78 L. J. K. B. 1044.

243. ——. Form 24 of the Workmen's Compensation Rules, 1907, is *intra vires*. In ordinary cases where the workman is totally incapacitated for the time being an arbitrator is well advised to use it, though it may be modified to suit special cases (*Higgins* v. *Poulson*, [1912] 2 K. B. 292; 81 L. J. K. B. 690).

244. ——. The extent to which a member of the family of a deceased workman is dependent on the deceased's earnings is a question of fact to be determined in view of all the circumstances of the case. The arbitrator is entitled in law to deduct the cost of the maintenance of a deceased son from the amount of his wages, and to take into account the value of services rendered by the son to his father in a business which the father carries on in a case where the father claims to be dependent on the son (*Tamworth Colliery Co. Ltd.* v. *Hall*, [1911] A. C. 665; 81 L. J. K. B. 159).

244. ——. In employments where the giving of "tips" is usual, and is sanctioned by the employer, such "tips" form part of the workman's earnings (*Penn* v. *Spiers & Pond*, [1908] 1 K. B. 766; 77 L. J. K. B. 542). In arriving at the remuneration of a sea captain, the amount to be allowed for his food and allowances is the actual value to the captain (*Dothie* v. *MacAndrew*, [1908] 1 K. B. 803; 77 L. J. K. B. 388). In estimating a seaman's earnings the actual cost to the shipowner of food and lodging is to be taken in the absence of special circumstances (*Rosenqvist* v. *Bowring*, [1908] 2 K. B. 108; 77 L. J. K. B. 545); see also *S.S. Raphael* (*Owners*) v. *Brandy*, [1911] A. C. 413; 80 L. J. K. B. 1067, cited *supra* and *infra*.

246. ——. The provisions of Schedule I. (2) (*a*) are a guide and not binding. Special considerations affecting a particular workman may be taken into account. The word "grade" does not entitle the arbitrator to differentiate between good and bad workmen in a class. In arriving at the average weekly earnings of a workman in the employment of the same employer, enforced holidays and stoppages caused by breakdowns are not to be taken into account. Where a workman meets with a fatal accident while in receipt of compensation and also while employed in light work, the light work is a grade of work and the compensation is not part of the earnings (*Perry* v. *Wright; Cain* v. *Leyland; Bailey* v. *Kenworthy; Gough* v. *Crawshay*, [1908] 1 K. B. 441; 77 L. J. K. B. 236).

Where a workman was employed by the same employer for four weeks as a boilermaker and then for fifteen weeks as a labourer at a reduced wage, at the end of which time he was injured, the Court of Session held that his wages as a boilermaker could not be taken into account in calculating his average weekly earnings (*Babcox & Wilcox* v. *Young*, [1911] S. C. 406).

Where a girl was employed in drawing material for the manufacture of ropes at a wage of 7s. 6d. per week, and was promoted to drawing a finer material to be woven into sail cloth at 8s. per week, it was held that there had been a change in the grade of her employment (*Dalgleish* v. *Edinburgh Roperies and Sailcloth Co.*, [1913] S. C. 1007).

246. ——. Where a dock company employed two classes of men, both of which received the same wage, the first being entitled to a preferential claim for employment and being employed on an average for four days a week, and the second being employed on an average for only three days a week, it was held that the difference between the two constituted different grades under Schedule I. (2) (*a*) of the Act of 1906 (*Barnett* v. *Port of London Authority* (No. 1), [1913] 2 K. B. 115; 82 L. J. K. B. 353).

246. ——. In *Simmons* v. *Heath Laundry Co.*, [1910] 1 K. B. 543; 79 L. J. K. B. 395, a girl was injured in a laundry where she was receiving 3s. a week. She also earned 3s. as a music teacher. It was held that the latter sum was not earned under a contract of service and that she could not add the two sums together under Schedule I. (2) (*b*) of the Act of 1906.

A member of the Royal Naval Reserve, who is injured while engaged on a mercantile boat, is entitled to have his retainer taken into account as a concurrent contract of service in calculating his average weekly earnings (*S.S. Raphael* (*Owners*) v. *Brandy*, [1911] A. C. 413; 80 L. J. K. B. 1067).

246. ——. In calculating the average weekly earnings, account should be taken of stoppages which are an accepted incident of the employment, but not of voluntary absences or of absences from illness (*Anslow* v. *Cannock Chase Colliery Co.*, [1909] A. C. 435; 78 L. J. K. B. 679).

246. ——. In calculating the amount of the weekly payment to be made to a miner who was injured before the passing of the Coal Mines Regulation Act, 1908 (commonly known as the Eight Hours Act), the reduction in wages caused by that Act is to be taken into consideration (*Bevan* v. *Energlyn Colliery Co.*, [1912] 1 K. B. 63; 81 L. J. K. B. 172).

246. ——. The question whether work offered to a workman is "suitable" or not is a question of fact (*Eyre* v. *Houghton Main Colliery Co.*, [1910] 1 K. B. 695; 79 L. J. K. B. 698).

246. ——. See *M'Dermott* v. *Tintoretto* (*Owners*), [1911] A. C. 35; 80 L. J. K. B. 161, as to effect of Schedule I. (3) in the case of seamen.

246. ——. Where prior to an accident the workman has been employed in two capacities, one being of a permanent nature, and the other of a casual nature, the earnings in both capacities are to be taken into account in calculating his average weekly earnings (*Edge* v. *Gorton*, [1912] 3 K. B. 360; 81 L. J. K. B. 1185; *Dobson* v. *British Oil & Cake Mills*, 1912, 106 L. T. 922; *Jury* v. *Atlanta* (*Owners*), [1912] 3 K. B. 366; 81 L. J. K. B. 1182).

246. ——. In calculating the average weekly earnings of a workman, regard must be had to weeks in which he has not earned his full wage, owing to depression of trade (*White* v. *Wiseman*, [1912] 3 K. B. 352; 81 L. J. K. B. 1195).

246. ——. Where a workman had been employed for a period of eighteen months, it was held that the arbitrator was not bound to calculate his average weekly earnings with microscopical accuracy, and that it was not necessary for him to take into account the broken days on which he had worked during that period (*Turner* v. *Port of London Authority*, [1913] W. C. & I. Rep. 123; 29 T. L. R. 204).

246. ——. Where a workman came to this country in November and announced his intention of leaving again in April and was injured during that time, it was held that the arbitrator was justified in not taking into account, in arriving at his average weekly earnings, the fact that he would probably have earned larger wages during the longer days of the summer had he remained in the employment during that time (*Godden* v. *Cowlin*, [1913] 1 K. B. 590; 82 L. J. K. B. 509).

246. ——. A workman was employed as a member of a gang in hewing stone, for which purpose it was necessary to use blasting powder. The head of the gang was paid by the employers on the basis of the amount of stone recovered, and he distributed this amount among the members of the gang in proportion to the number of hours which each member had worked. The company supplied the blasting powder at cost price, and the average value of the powder used by each member of the gang was three shillings per week. The applicant's average weekly takings amounted to £1, 6s. 2d. per week, after deducting the price of the powder. The County Court judge held that his average weekly earnings amounted to £1, 9s. 2d., but the Court of Appeal held that the true figure was £1, 6s. 2d. The Court held that the case was distinguishable from the case of an individual workman who is entitled to definite wages from which the employer is by contract allowed to make a deduction, and reserved this point for decision when it arose (*Shipp* v. *Frodingham Iron & Steel*, [1913] 1 K. B. 577; 82 L. J. K. B. 273).

246. ——. Where there is a substantial mistake by the arbitrator in calculating the average weekly earnings, the case will be sent back to the arbitrator to assess the compensation. Where, however, the mistake is a small one, the Court of Appeal will not interfere (*James* v. *Mordey*, 1913, 109 L. T. 377).

246. ——. Where an employer pays for the maintenance of an injured workman in a hospital that is a benefit within Schedule I. (3) which must be taken into account in arriving at the amount of compensation (*Sorensen* v. *Gaff*, [1912] S. C. 1163).

247. ——. It is not necessary that a question should have arisen between the parties before an application is made to review a weekly payment under Schedule I. (16) (*Tyne Tees Shipping Co.* v. *Whitlock*, [1913] 3 K. B. 642; 82 L. J. K. B. 1091).

247. ——. An order ending a weekly payment is final and the award cannot be revived in the event of the workman's injuries recurring (*Nicholson* v. *Piper*, [1907] A. C. 215; 76 L. J. K. B. 856; *Cadenhead* v. *Ailsa Shipbuilding Co.*, [1910] S. C. 1129; and see *Rosie* v. *Mackay*, [1910] S. C. 714).

247. ——. A County Court judge has no power to end an agreement between an employer and a workman; all he can do is to end the payments made under the agreement. He may order that the payments be finally ended, or may suspend the payments until further order, or may reduce the weekly payments to a nominal amount (*Taylor* v. *London and North-Western Railway*, [1912] A. C. 242; 81 L. J. K. B. 541; see also *Weir* v. *North British Railway*, [1912] S. C. 1073).

247. ——. Where a workman who has been suffering from an industrial disease is duly certified as having completely recovered from his attack, with the proviso that he is susceptible to a recurrence of the disease, the *onus* is on the workman to prove that the susceptibility to a recurrence is due to the original attack and not to constitutional causes. If he fails to discharge this *onus*, the compensation should be ended (*Darroll* v. *Glasgow Iron & Steel Co.*, [1913] S. C. 387; [1913] W. C. & I. Rep. 80).

247. ——. A suspensory award may be made on an original application for compensation as well as on an application to review under clause 16 of Schedule I. If an application for compensation is dismissed in the first instance without an award being made, no subsequent application for compensation can be entertained in respect of the same accident (*Green* v. *Cammell Laird Co.*, [1913] 3 K. B. 665; 82 L. J. K. B. 1230).

247. ——. The *onus* of proving that there has been a change of circumstances is on the employer, and ought not to be shifted on to the workman (*Walton* v. *South Kirkby, Featherstone & Hemsworth Colliery*, 1912, 107 L. T. 337).

247. ——. Where a workman has been totally incapacitated, and has been receiving the full amount of compensation under the Act, and so far recovers as to be able to earn a wage, there is a *prima facie* case for reducing the compensation. The workman may, however, prove facts which will warrant the arbitrator in refusing to alter the compensation. The mere fact that the compensation which he has been receiving, together with the wage he is earning, is not so great as his average weekly earnings before the accident, is not in itself sufficient ground for refusing to diminish the weekly payment (*Pryde* v. *Moore*, [1913] S. C. 457; [1913] W. C. & I. Rep. 100).

247. ——. In *Gray* v. *Shott's Iron Co.*, [1912] S. C. 1267; [1912] W. C. Rep. 359, it was held that where a workman had been receiving compensation, and had agreed with his employers to refer the question of his capacity to resume his former employment to a medical referee under Schedule I. (15), and the medical referee reported that the workman was "quite fit to resume his ordinary employment as a coal miner," the report of the medical referee was conclusive, and evidence could not be admitted to vary it. It would appear, however, that such evidence would be admissible if the referee's report were not conclusive, and, further, that the evidence might have been admissible if the workman had alleged that he was unable to obtain employment owing to the consequences of the accident.

247. ——. In *Clarke, Nicholls & Coombs* v. *Knox*, 1913, 57 S. J. 793, the Court of Appeal held that the County Court judge had not purported to exercise any discretion in an application to terminate an award, and, as there was no evidence upon which he could have exercised his discretion, that the award ought to be terminated.

247. ——. Where an award has been made in favour of several dependants of a deceased workman, and one of them dies, there is a change in the circumstances which justifies the reviewal of the award (*Ivey* v. *Ivey*, [1912] 2 K. B. 118; 81 L. J. K. B. 819).

247. ——. On an application to reduce a weekly payment on the ground that the workman is able to do light work, it is not necessary that the employer should call evidence as to the exact amount which the workman can earn (*Roberts* v. *Hall*, 1912, 106 L. T. 769).

247. ——. In *Higgs & Hill* v. *Unicume*, [1913] 1 K. B. 595; 82 L. J. K. B. 369, a workman met with an accident and was paid compensation for some years. He was offered light work by his employers, but refused it, his own doctor certifying that he was unable to do any continuous work. The employers applied for the diminution and termination of the compensation. The evidence of the employer's doctors was that the workman had no physical disability which would prevent him doing light work or starting work as a bricklayer, but that he was suffering from weakness of will and an erroneous idea that he was a chronic invalid. The County Court judge terminated the compensation, finding that the workman had unreasonably refused light work which he had been offered; that an average man would have gone back to work long ago; and that the workman, acting on unwise medical advice, had behaved in an unreasonable manner. He did not consider that the man was a malingerer, and agreed with the medical referee who had reported that the medical evidence given on behalf of the employers correctly represented the condition of the workman, and that a continuance of the compensation was likely to keep up that condition. On these findings the Court of Appeal held that the County Court judge was justified in terminating the compensation. Hamilton, L. J., stated that there was no fixed rule that a workman who acts on his doctor's advice cannot be held to have acted unreasonably.

247. ——. In *O'Neill* v. *Brown,* [1913] S. C. 653; [1913] W. C. & I. Rep. 235, a workman refused to undergo a slight operation which it was reasonably certain would result in his cure. He did so on the advice of his own doctor, who considered that the operation would be useless. In an application for a review of his weekly payments, it was held that he was precluded from claiming a continuance of the compensation by his refusal to undergo the operation.

247. ——. On an application to review, the workman's nervous and mental state caused by the accident must be taken into consideration as well as his muscular state (*Eaves* v. *Blaenchydach Colliery Co.*, [1909] 2 K. B. 73; 78 L. J. K. B. 809).

Where incapacity arising from rupture has ceased owing to the workman wearing a truss, a suspensory award of a nominal sum should be made (*Tynron* (*Owners*) v. *Morgan*, [1909] 2 K. B. 66; 78 L. J. K. B. 857). This course has not been followed in Scotland (*Rosie* v. *Mackay*, [1910] S. C. 714).

On a simple application by an employer under Schedule I. (16) to terminate a weekly payment on the ground that the incapacity has ceased, the County Court judge cannot make an award that the incapacity ceased on a date previous to the application. Where the application is for the termination as from a definite antecedent date he has such powers (*Upper Forest and Western Steel and Tinplate Co.* v. *Thomas*, [1909] 2 K. B. 631; 78 L. J. K. B. 1113; *Charing Cross, Euston and Hampstead Rly.* v. *Boots*, [1909] 2 K. B. 640; 78 L. J. K. B. 1115). Where the payment is reduced as from an antecedent date the employer cannot deduct sums overpaid from the reduced payments ordered. *Quære* whether he can recover the overpayments (*Hosegood* v. *Wilson*, [1911] 1 K. B. 30; 80 L. J. K. B. 519).

247. ——. It was held in Scotland that where a workman who has been injured embarks in trade on his own account, the measure of his earning capacity is not the profit he makes but the value of the services he performs if he performed them for another person and not for himself (*Paterson* v. *Moore,* [1910] S. C. 29).

247. ——. On an application to review a weekly payment the Court must consider the future earning power of the workman, which is to be gathered from his present circumstances, including any new evidence of inability to obtain employment owing to the accident. Therefore, even if there is no change in his physical condition, his earning capacity at the date of the application is never *res judicata* (*Radcliffe* v. *Pacific Steam Navigation Co.*, [1910] 1 K. B. 685 ; 79 L. J. K. B. 429).

247. ——. On an application to review an arbitrator cannot award that a fixed weekly payment shall be made up to a fixed future date and shall then cease or be varied. He must fix the amount according to the workman's existing capacity to earn wages, and leave the employer to apply for a reduction or termination at a later date (*Baker* v. *Jewell*, [1910] 2 K. B. 673 ; 79 L. J. K. B. 1092).

247. ——. In the Scotch case of *Malcolm* v. *Bowhill Coal Co.*, [1910] S. C. 447, it was held that the question to be decided was not whether the workman was earning the same wages as before the accident, but whether his earning capacity was the same as or less than it would have been if he had not been injured. Lord Kinnear held that the fact that a workman was earning the same wages as before the accident might not in itself be conclusive as to the termination of his right to compensation, while Lord Johnston held that if the workman had not been a minor (as he was in this case), the fact would have been conclusive.

In *Birmingham Cabinet Manufacturing Co.* v. *Dudley*, 1910, 102 L. T. 619, it was held that the question was not whether his employers were paying the workman the same wages as before the accident, but whether the workman's earning capacity in the open market might be reduced in the future by the accident.

247. ——. In an application for the review of a weekly payment by a workman, the fact that he is unable to obtain work in the district discloses a relevant ground for the review of the compensation. It is for the arbitrator to say what a man can fairly be asked to do in order to obtain employment (*Macdonald* v. *Wilsons and Clyde Coal Co.*, [1912] A. C. 513 ; 81 L. J. P. C. 188). In this case *Boag* v. *Lochwood Collieries*, [1910] S. C. 51, was overruled.

247. ——. It has been held in Scotland that the question of the workman's recovery is one of fact only, from which there is no appeal (*Anderson* v. *Darngavil Coal Co.*, [1910] S. C. 456 ; *Cunningham* v. *M'Naughton*, [1910] S. C. 980).

247. ——. In Scotland it has been held that an employer may apply for a declaration that the workman's right to compensation has ceased although no compensation is being paid and no memorandum of agreement has been recorded (*Nelson* v. *Summerlee Iron Co.*, [1910] S. C. 360).

247. ——. As to change in the circumstances, see *Cory* v. *Hughes*, [1911] 2 K. B. 738 ; 80 L. J. K. B. 1307.

247. ——. Where the employer applies for the review of a weekly payment, relying on the report of a medical referee that the workman has recovered, and the workman alleges that he has again become incapacitated, the *onus* lies on the workman to show that the incapacity is due to the accident (*M'Ghee* v. *Summerlee Iron Co.*, [1911] S. C. 870).

247. ——. Where on an application by an employer to reduce a weekly payment the effect of the evidence is that the workman is left with a partial incapacity which renders him a nondescript in the labour market, it is incumbent on the employer to show that it is possible to find persons willing to give wages for such labour as he can perform (*Proctor* v. *Robinson*, [1911] 1 K. B. 1004 ; 80 L. J. K. B. 641 ; see also *James* v. *Mordey*, 1913, 109 L. T. 377) ; but if the medical evidence amounts to a clear finding that the workman is quite able to do any form of light work, and the employers' evidence agrees with the medical evidence, the County Court judge is entitled to dispense with evidence for the employer showing that the workman could actually get employment on the ground that there is reliable evidence that he can do any light work. Inability to earn under Schedule I. (3) is inability to get employment owing to some incapacity for work personal to the workman to the exclusion of inability to get employment owing to the state of the labour market. The employer may be called an insurer of "capacity for work," but he is not an insurer of a "right to work" (*Cardiff Corporation* v. *Hall*, [1911] 1 K. B. 1009 ; 80 L. J. K. B. 644). See also *Carlin* v. *Stephen*, [1911] S. C. 901. See also *Arnott* v. *Fife Coal Co.*, [1912] S. C. 1262.

247. ——. On an application to redeem a weekly payment under Schedule I. (17) the arbitrator has no discretion if the incapacity is permanent ; he must award 75 per cent. of the actuarial value. If it is not permanent he must use his discretion in fixing the amount. The 75 per cent. basis applies where the incapacity is partial as well as when it is total. An incapacity is not necessarily permanent when the physical injury is permanent, but when in all reasonable probability the weekly payments to which the workman is entitled will never alter (*Calico Printers' Association* v. *Higham*, [1912] 1 K. B. 93 ; 81 L. J. K. B. 232). As to the method of assessing the lump sum on the redemption of a weekly payment under Schedule I. (13) of the Act of 1897, see *Victor Mill Ltd.* v. *Shackleton* [1912] 1 K. B. 22 ; 81 L. J. K. B. 34).

247. ——. See ASSURANCE COMPANIES herein as to the provisions as to redemption of compensation in the case of members of Lloyd's.

247. ——. The right of an employer under Schedule I. (17) to redeem a weekly payment which has continued for not less than six months is absolute, and the County Court judge has no discretion to refuse such an application (*Kendall* v. *Pennington*, 1912, 106 L. T. 817).

247. ——. Where an employer applies under Schedule I. (17) to have a weekly payment commuted for a lump sum, the arbitrator must award a lump sum which can be enforced as a judgment whether he finds the incapacity to be permanent or not. The award must bind the employer to redeem at the figure arrived at by the arbitrator, and an award that the employer "may" redeem at that figure is not good. The arbitrator must decide on the evidence whether the weekly payment already fixed is likely to be a proper one during the rest of the workman's life, and the Court of Appeal will not interfere with his finding if he does not misdirect himself (*Calico Printers' Association* v. *Booth*, [1913] 3 K. B. 652 ; 82 L. J. K. B. 985).

248. ——. In reviewing a weekly payment payable to a minor more than twelve months after the accident, the County Court judge is not confined to what the workman would probably have been receiving if he had remained in the same trade and in the same employment, but must use his general discretion and good sense (*Vickers* v. *Evans*, [1910] A. C. 444; 79 L. J. K. B. 954).

248. ——. In the case of a minor the fact that there has been a general rise in wages between the date of an agreement with his employers to pay him a weekly sum, and the date of the application to review the weekly payment, is not in itself sufficient to justify an increase in such payment, but is merely one of the items to be taken into consideration by the arbitrator (*Malcolm* v. *Spowart*, [1913] S. C. 1024).

248. ——. Where an employer becomes bankrupt a workman who has been injured acquires no greater right against the insurance company than the employer had. Where, therefore, there was a dispute between the employer and the company as to the company's liability, and the policy made it a condition precedent to the company's liability that an award should be made in the employer's favour, it was held that the workman could not recover from the insurance company until the question of liability had been determined by arbitration (*King* v. *Phœnix Assurance Co.*, [1910] 2 K. B. 666; 80 L. J. K. B. 44).

248. ——. It is doubtful whether a County Court judge has power to order the payment of a lump sum as a preferential payment under sec. 5 of the Act of 1906. Whether he has or not no appeal lies to the Court of Appeal against such an order under the Act (*Homer* v. *Gough*, [1912] 2 K. B. 303; 81 L. J. K. B. 261).

248. ——. See ASSURANCE COMPANIES herein as to provisions of the Assurance Companies Act, 1909, with reference to companies carrying on Employers' Liability business.

249. ——. A workman, who is a member of his employer's family dwelling in his house within sec. 13, cannot recover compensation against a principal (*Marks* v. *Carne*, [1909] 2 K. B. 516; 78 L. J. K. B. 853).

249. ——. Where a firm of coal merchants contracted with another person to convey a lighter to a place abroad, and a workman employed by the contractor was injured on the voyage, the coal merchants were held to be principals, and the lighter was held to be premises under their control or management within sec. 4 (4) (*Dittmar* v. *Ship V*. 593 (*Owners*) or *Wilson*, [1909] 1 K. B. 389; 78 L. J. K. B. 523).

249. ——. A principal is not liable to compensate a carter employed by a contractor in removing rubbish from a paving contract when the accident occurs about two miles from the place where the contract is being carried out (*Andrews* v. *Andrews*, [1908] 2 K. B. 567; 77 L. J. K. B. 974).

249. ——. Section 4 (1) in conjunction with sec. 13 operates to make a local authority a principal where the authority has contracted with a contractor for the removal of an old building even if the contract amounts to a sale of the materials under the Sale of Goods Act, 1893 (*Mulrooney* v. *Todd*, [1909] 1 K. B. 165; 78 L. J. K. B. 145).

249. ——. If a workman proceeds against the contractor who employs him, under the provisions of sec. 4 of the Workmen's Compensation Act, 1906, he cannot proceed subsequently against the principal, even if, owing to the contractor's bankruptcy, the award against him is practically barren (*Meier* v. *Dublin Corporation*, [1912] 2 Ir R. 129).

250. ——. Section 4 of the Act of 1906 is not limited to cases where there are two contracts—a head contract and a subcontract. The question is whether the particular work was "undertaken" in the course of and for the purposes of the trade or business of the principal. The work must, however, be of the kind which the principal usually undertakes for others in the ordinary course of his business (*Skates* v. *Jones*, [1910] 2 K. B. 903; 79 L. J. K. B. 1168). This case was applied in *Luckwill* v. *Auchen Steamship Co.*, 1913, 108 L. T. 52, where the owners of a steamship contracted with another person to scale the boilers of a steamship. As they were not in the habit of doing this work themselves, it was held that the work was not executed in the course of or for the purpose of the principal's trade or business.

251. ——. The Regulations of the Registrar of Friendly Societies as to schemes of contracting out of the Act of 1906 will be found in St. R. & O. 1907, p. 432.

251. ——. Where a workman has agreed to accept a scheme approved of by the Registrar of Friendly Societies under sec. 3 (1) of the Act of 1906 he is outside the provisions of the Act altogether, and the County Court judge's jurisdiction is altogether ousted (*Horn* v. *Admiralty Commissioners*, [1911] 1 K. B. 24; 80 L. J. K. B. 278; *Godwin* v. *Admiralty Commissioners*, [1913] A. C. 638).

252. ——. Where a scheme was in force at the commencement of the Act of 1906, the Registrar of Friendly Societies may re-certify it, although no ballot has been taken of the workmen as provided by sec. 3 (1) of the Act (*Godwin* v. *Admiralty Commissioners*, [1912] 2 K. B. 26; 81 L. J. K. B. 532), (affirmed in House of Lords [1913], A. C. 638; 82 L. J. K. B. 1126). In this case Cozens-Hardy, M.R., stated that the regulations of the Registrar of Friendly Societies have no authority in so far as they purport to deal with sec. 15 of the Workmen's Compensation Act, 1916.

252. ——. In *Howarth* v. *Knowles*, [1913] 3 K. B. 675; 82 L. J. K. B. 1325, the workman contracted out under a duly certified scheme under the Act of 1897. He received benefits under this scheme, and also under another similar scheme which was certified on the expiry of the first. The funds of the second scheme became exhausted, and it was not recertified. The workman thereupon claimed to have compensation assessed on the ground that his rights under the Act of 1897 had revived. It was held, however, that there was no jurisdiction to entertain the application, as the workman having enjoyed benefits under a duly certified scheme, the liability of the employer under the Act had ceased.

252. ——. Schedule I. (14) applies to medical examination of workmen where they are actually receiving or are entitled to receive weekly payments under the Act (*Major* v. *South Kirkby, Featherstone & Hemsworth Collieries*, [1913] 2 K. B. 145; 82 L. J. K. B. 452).

252. ——. The Regulations of the Secretary of State as to medical examination under Schedule I. (15) of the Act of 1906 will be found in St. R. & O. 1907, p. 442.

253. ——. A workman is entitled to require the presence of his own doctor when submitting to an examination by the employer's doctor (*Devitt* v. *S.S. Bainbridge* (*Owners*), [1909] 2 K. B. 802 ; 78 L. J. K. B. 1059).

253. ——. It has been held in Scotland that if a case is remitted to a medical referee, who makes an ambiguous or unintelligible report, the report may be remitted back to him (*Kennedy* v. *Dixon*, [1913] S. C. 659 ; [1913] W. C. & I. Rep. 333).

254. ——. In the Scotch case of *Cruden* v. *Wemyss Coal Co.*, [1913] S. C. 534 ; [1913] W. C. &. I. Rep. 188, the Court treated the report of a medical referee to whom the question of a workman's condition and his fitness for employment was referred under Schedule (15) as final.

254. ——. The Regulations as to Medical Referees will be found in St. R. & O. 1907, p. 445 ; see also St. R. & O. 1910, Nos. 596 and 599, and those as to Ireland, *ibid.*, p. 502 ; see also St. R. & O. 1910, Nos. 288, 598, and 601.

254. ——. Under Schedule II. (15) a committee, arbitrator, or judge may refer a question to a medical referee notwithstanding that the workman is dead (*Carolan* v. *Harrington*, [1911] 2 K. B. 733 ; 80 L. J. K. B. 1153.

Under this section an arbitrator is not bound to accept the medical referee's report as final (*Jackson* v. *Scotstoun Estate Co.*, [1911] S. C. 564).

254. A suspensory award may be made on an original application for compensation as well as on an application to review under clause 16 of Schedule I. If an application for compensation is dismissed in the first instance, without an award being made, no subsequent application for compensation can be entertained in respect of the same accident (*Green* v. *Cammell Laird Co.* [1913] 3 K. B. 665 ; 82 L. J. K. B. 1230).

254. ——. In *Payne* v. *Fortesque*, [1912] 3 K. B. 346 ; 81 L. J. K. B. 1191, the employers paid to a workman who had met with an accident in the course of his employment half his weekly wages. The workman applied to the Court to register a memorandum of an agreement to the effect that the employers admitted liability, and agreed to pay him half his weekly wages in accordance with the Act. The employers objected to the registration of this memorandum on the ground that it did not state that the weekly payments were only to continue for so long as the employers' doctor should certify that the workman was unable to follow his occupation. This application was dismissed, and the workman applied for an arbitration on the ground that questions had arisen as to the extent and duration of the employers' liability. It was held that although such a question might arise should the employers discontinue or diminish the weekly payments, there was no present question in dispute which could give the County Court judge jurisdiction to arbitrate.

254. ——. A workman who had been injured and who was receiving full compensation applied to have a memorandum registered for the payment of compensation at the full rate until ended or diminished in accordance with the Act. The employers objected to this memorandum being recorded, on the ground that the workman had agreed that the compensation should be paid only while the employers were of opinion that the incapacity continued. The workman abandoned the application, and applied for an arbitration to fix the amount of the compensation.

The employers objected that, as full compensation was being paid, no question had arisen within section 1 (3) of the Act. It was held, however, that a question had arisen, and that the workman was entitled to apply for an award of compensation (*Hunter* v. *Brown*, [1912] S. C. 996).

The employers of a workman who had been injured by an accident admitted their liability, and tendered to the workman the amount of compensation due, requesting him to sign a receipt containing the following clauses :—" At the first or any subsequent payment liability is admitted only for the compensation to date of payment. Further liability, if any, will be determined week by week when application for payment is made." The workman refused to sign this receipt on the ground that he was entitled to an unqualified admission of liability, and started proceedings. The House of Lords held that a question had arisen as to the duration of the compensation, and that the workman was entitled to have an arbitration (*Summerlee Iron Co.* v. *Freeland*, [1913] A. C. 221 ; 82 L. J. P. C. 102).

255. ——. Where there is a committee under Schedule II. (1) that is the proper tribunal to which the parties must resort, subject to the right of either party to object as therein provided. It is not necessary that the workman should have agreed to submit disputes to the committee. When such a committee has made an award which it is within its jurisdiction to make, the registrar is bound to record it and the judge has no power to review it. The only grounds on which the registrar can refuse to record an award made by a committee is where the committee has exceeded its powers (*Mullholland* v. *Whitehaven Colliery Co.*, [1910] 2 K. B. 278 ; 79 L. J. K. B. 987). Apparently an infant is bound by an award made by such a committee (*ibid.*).

255. ——. Where there is a committee in existence which is representative of an employer and his workmen, and that committee has decided the amount of compensation to be paid to a workman, it is open to the workman on an application to review that decision to object to the committee hearing the application to review. In such a case the County Court judge has jurisdiction to hear the application (*R.* v. *Templer; Ex parte Howarth*, [1912] 2 K. B. 444 ; 81 L. J. K. B. 805).

255. ——. An arbitration under the Workmen's Compensation Act, 1906, is a judicial proceeding, and a witness giving false evidence may be indicted for perjury (*R.* v. *Crossley*, [1909] 1 K. B. 411 ; 78 L. J. K. B. 299).

255. ——. An arbitrator should take a full note of the evidence and of any points of law raised, whether asked to do so or not (*Rayman* v. *Fields*, 1910, 102 L. T. 154).

255. ——. In the Irish case of *Wright* v. *Kerrigan*, [1911] 2 Ir. R. 301, it was held that a statement made by a deceased workman to his doctor as to the cause of the accident was admissible in evidence. This case, however, was not followed in the English case of *Amys* v. *Barton*, [1912] 1 K. B. 40 ; 81 L. J. K. B. 65. In *Tucker* v. *Oldbury Urban Council*, [1912] 2 K. B. 317 ; 81 L. J. K. B. 167, it was held that the statements of a deceased woman made to the general manager of his employers as to the cause of an injury from which he subsequently died were inadmissible in evidence, either as admissions or as statements against pecuniary interest.

256. ——. A County Court judge has no power to order discovery in an arbitration (*Sutton* v. *Great Northern Rly.*, [1909] 2 K. B. 791; 79 L. J. K. B. 81).

256. ——. After the award of the County Court judge has been signed and sealed, he has no power to alter it except that given by Rule 28 (2) to correct any clerical mistake or error arising from accidental slip or error (*Mowlem* v. *Dunne*, [1912] 2 K. B. 136; 81 L. J. K. B. 777).

257. ——. When the registrar refers an agreement to the County Court judge under Schedule II. (9) (*d*) the judge can only decide whether the agreed sum is adequate or not, with such incidental relief as he thinks just. He cannot award a sum which he thinks just (*Mortimer* v. *Secretan*, [1909] 2 K. B. 77; 78 L. J. K. B. 521).

257. ——. A County Court judge has no power to order a successful party against whom no misconduct has been proved to pay the costs of the other party of an inquiry under Schedule II. (9) (*d*) (*Kierson* v. *Thompson*, [1913] 1 K. B. 587; 82 L. J. K. B. 920). In this case it was assumed that the County Court judge had power over the costs of the inquiry.

257. ——. Where an employer has been paying a workman compensation under an unrecorded agreement, and the parties agree to refer the question of the workman's continued incapacity to a medical man, who reports that the workman has recovered, the sheriff (or registrar) should not record the memorandum of the agreement on the workman's application (*M'Naughton* v. *Sinclair*, [1910] S. C. 980).

There is no power under Schedule II. (9) to record a memorandum of an agreement which contains conditions not contained in the Act (*M'Ewan* v. *Baird*, [1910] S. C. 436).

In *Phillips* v. *Vickers*, [1912] 1 K. B. 16; 81 L. J. K. B. 123, an employer informed an injured workman that he would pay the workman half his weekly wages as long as the workman presented every fortnight a medical certificate from the employer's doctor. More than a year after the accident the workman failed to produce the certificate and the employer refused to pay him his weekly allowance. The workman applied to have a memorandum of an agreement registered by which the employers were to pay him half his weekly wages "every week from the date of the accident." The Court of Appeal held that there was no evidence of any agreement except that conditional on the workman producing the certificate, and that the agreement asked for by the workman could not be registered.

The recording of a memorandum of agreement is a judicial act (*Brown* v. *Orr*, [1910] S. C. 526).

257. ——. It has been held in Scotland that where a workman received payments from his employers in respect of an accident, and gave them receipts which described the payments as being "the weekly compensation payable during the period of total incapacity for work as the result of the accident," a memorandum omitting the qualifying words "during the period of total incapacity" was not "genuine," and could not be recorded (*Pryde* v. *Moore*, [1913] S. C. 457; [1913] W. C. & I. Rep. 100). Where, however, the agreement is one to pay compensation in terms of the Act, a memorandum which merely sets out these terms may be recorded as genuine, although it does not follow the wording of the agreement (*Pearson* v. *Babcox & Wilcox,* [1913] S. C. 959; [1913] W. C. & I. Rep. 430).

257. ——. It has been held in Scotland that the Sheriff-Clerk (corresponding to the Registrar in England) is not bound *ex proprio motu* to inquire into the adequacy of the compensation and the methods by which the agreement has been obtained, before registering a memorandum thereof (*M'Guire* v. *Paterson,* [1913] S. C. 400; [1913] W. C. & I. Rep. 107).

258. ——. A memorandum which correctly records the agreement between the parties cannot be removed from the register unless an application is made within six months under Schedule II. (9) (*d*), and it is proved to the satisfaction of the arbitrator that it was obtained by fraud, undue influence, or other improper means (*Schofield* v. *Clough,* [1913] 2 K. B. 103; 82 L. J. K. B. 447).

258. ——. After a memorandum has been recorded the only method open to an employer who wishes to be relieved of the liability to pay compensation is an application to review the weekly payment (*Wilsons and Clyde Coal Co.* v. *Cairnduff,* [1911] S. C. 647).

258. —— In the Scotch case of *M'Lean* v. *Allan Line Steamship Co.,* [1912] S. C. 256, it was held that it is the duty of a Sheriff not to record a memorandum of a written agreement which does not agree with the precise terms of a written agreement existing between the parties. It is no part of the Sheriff's duty to construe the agreement and then to decide whether the memorandum gives effect to it as so construed.

258. ——. The mere fact that an employer has paid to a workman who has been injured a weekly payment does not in itself constitute an agreement, a memorandum of which can be recorded under Schedule II. (9) (*Hartshorn* v. *Coppice Colliery Co.,* 1912, 106 L. T. 609).

258. ——. An agreement which is no longer in force (owing, *e.g.* to the workman having recovered) is not capable of being recorded under clause 9 of Schedule II. (*Popple* v. *Frodingham Iron and Steel Co.,* [1912] 2 K. B. 141; 81 L. J. K. B. 769).

258. ——. There is nothing in the Act of 1906 to prevent an adult workman before entering a claim for an award, and before any payment of a weekly sum has been made, from coming to an arrangement by way of compromise with the employer, that the employer will pay and that the workman will accept a sum of money in satisfaction of all his claims. Clause 10 of Schedule II. presupposes that there has been a weekly payment. It has no application to a case where no weekly payment has in fact been made (*Ryan* v. *Hartley,* [1912] 2 K. B. 150; 81 L. J. K. B. 666).

258. ——. It is no ground for setting aside a memorandum of agreement that both parties acted under the mistaken belief that the workman would recover in a shorter time than actually proves to be the fact (*M'Guire* v. *Paterson,* [1913] S. C. 400; [1913] W. C. & I. Rep. 107).

258. ——. After the Court of Appeal has given judgment and dealt with the question of costs, it has no power to alter its judgment by making the costs of the appeal costs in the arbitration in the County

Court, so as to enable them to be set off against costs in the arbitration (*Barnett* v. *Port of London Authority* (No. 2), 1913, 82 L. J. K. B. 918).

258. ——. Appeal.—See Time herein.

259. ——. The question whether an accident to a workman while leaving his employment arises out of and in the course of his employment is one of law (*Gane* v. *Norton Hill Colliery Co.*, [1909] 2 K. B. 539; 78 L. J. K. B. 921).

An appeal lies from the decision of a County Court judge on a preliminary point of law (*Moss* v. *Great Eastern Rly.*, [1909] 2 K. B. 274; 78 L. J. K. B. 1048).

259. ——. In *Wilmerson* v. *Lynn & Hamburg Steamship Co.*, [1913] 3 K. B. 931; 82 L. J. K. B. 1064, a case in which the question was whether the respondents were the employers of the applicant, Cozens-Hardy, M. R., laid down the function of the Court of Appeal in such cases. It is for the County Court judge, acting as arbitrator under the Act, to find the facts, and upon the facts so found to decide whether the relation of employer and workman exists. It is not correct to say that his decision is binding in all cases and cannot be reviewed. If he misdirects himself in point of law, the Court of Appeal can interfere. If there is no evidence worthy of the consideration of a jury in support of the decision, the Court of Appeal ought to set it aside. If there is evidence both ways, the Court of Appeal cannot set aside the award even though upon the balance of the evidence the Court of Appeal might be inclined to take a different view.

259. ——. The award of an arbitrator is entire, and a workman who has received benefits under one part of an award, cannot appeal against the rest of it. Thus, where the arbitrator awarded a workman a weekly payment, and ordered that certain costs which were awarded to the employers should be set off against the weekly payments, at a certain rate per week, it was held that the workman could not appeal against so much of the order as deals with the costs, after accepting weekly payments under the order (*Johnson* v. *Newton Fire Extinguisher Co.*, [1913] 2 K. B. 111; 82 L. J. K. B. 541).

259. ——. An appeal against the refusal of a County Court judge to review an award made by a committee of employers and workmen on the ground that he had no jurisdiction, lies to the Divisional Court and not to the Court of Appeal (*Howarth* v. *Samuelson*, 1911, 104 L. T. 907).

260. ——. No appeal lies to the House of Lords in Scotch cases where the accident occurred before the Act of 1906 came into force, even if in such a case the Sheriff has made an order directing a reference to a medical referee (*Mackay v. Rosie*, 1911, 105 L. T. 682).

260. ——. By Regulations of January 15, 1908 (St. R. & O. 1908, p. 491), returns are to be furnished under sec. 12 of the Act of 1906 by employers in the following industries:—Mining; quarrying; working of railways (not on public roads); industries in factories to which the Factory and Workshop Act, 1901, applies; the business of a harbour, dock, wharf or quay; constructional work (including railways, tramways, canals, harbours, or docks, bridges, tunnels, waterworks, sewers, roads, and other engineering works, but not buildings); shipping (except sailing vessels in sea fishing service). The particulars required are set out in the Schedule II. to the Regulations.

261. ——. The Workmen's Compensation Rules will now be found in St. R. & O., 1913, No. 661, as amended by the Rules of Dec. 22, 1913.

269. Endowed Schools.—The Endowed Schools (Masters) Act, 1908, 8 Edw. VII. c. 39, deals with the position of masters in endowed schools within sec. 6 of the Endowed Schools Act, 1869, and in schools which would be treated as endowed schools within the meaning of that section if sec. 8 of that Act had not been passed, but not in public elementary schools or in schools mentioned in sec. 3 of the Public Schools Act, 1868 (see Vol. V. p. 270). "Master" means any teacher or officer in the school, and includes the principal teacher.

By sec. 1, notwithstanding the provisions of any scheme, all masters, no matter when or by whom appointed, are deemed to be in the employment of the governing body for the time being. Notwithstanding sec. 22 of the Endowed Schools Act, 1869, any provision in any scheme, made before or after the Act of 1908, providing for notice being given to a master before dismissal, has full effect. Subject to any special provisions in the scheme or any special agreement a master may only be dismissed at the end of a term and after at least two months' notice. Masters may, however, still be dismissed without notice for misconduct or other good and urgent cause.

269. ——. As to dismissal of assistant masters in endowed schools, see *Wright* v. *Zetland*, [1908] 1 K. B. 63; 77 L. J. K. B. 152.

272, 273. ——. The principal of *Ross* v. *Charity Commissioners*, 1882, 7 App. Cas. 463, was applied in *In re Berkhampsted Grammar School*, [1908] 2 Ch. 25; 77 L. J. Ch. 571.

274. ——. If a scheme under the Endowed Schools Act, 1869, enables a headmaster to expel boys for what he considers to be an adequate cause, an action will not lie at the instance of the parent of a boy so expelled provided the master has exercised the power *bona fide* (*Wood* v. *Prestwick*, 1911, 104 L. T. 388).

276. Engineer and Engineering Contracts.—The decision in *Pearson* v. *Dublin Corporation*, [1907] 2 Ir. R. 27, was reversed in the House of Lords, see [1907] A. C. 351; 77 L. J. P. C. 1.

277. ——. After *Jackson* v. *Barry Railway Co.*, [1893] 1 Ch. 238, add a reference to *Bristol Corporation* v. *Aird*, [1913] A. C. 241; 82 L. J. K. B. 684; cited *sub tit.* ARBITRATION herein.

306. En Ventre sa Mere.—As to the application of sec. 33 of the Wills Act, 1837, see *In re Griffiths; Griffiths* v. *Waghorn*, [1911] 1 Ch. 246; 80 L. J. Ch. 176.

307. Epidemic.—The Public Health (Prevention and Treatment of Disease) Act, 1913, 3 & 4 Geo. v. c. 23, provides that the Local Government Board may authorise a local authority having jurisdiction in any part of a united district, to exercise in relation to that part any powers which the joint board are authorised to exercise, subject to any conditions and restrictions imposed by the order (s. 1). Sec. 2 gives the Local Government Board power to declare that one of the authorities to execute and enforce regulations under sec. 130 of the Public Health Act, 1875, with a view to the treatment of persons affected with cholera or any other epidemic or endemic or infectious disease, and preventing the spread of such disease, shall be the county council. The Local Government Board, however, cannot require the county council to enforce the regulations unless the county council consents, except in the case of emergency.

The county council or any sanitary authority may make such arrangements as the Local Government Board may sanction for the treatment of tuberculosis. This power is in addition to any other power (s. 3).

Sec. 4 deals with expenses.

308. ——. The Orders of November 9, 1896, and December 24, 1902, referring to cholera, yellow fever, and plague are revoked and replaced by Order of September 9, 1907 (St. R. & O. 1907, p. 924). Another Order of September 9 (*ibid.* p. 939) deals with the prevention of cholera and plague on coasting ships, and another of the same date (*ibid.* p. 944) with cholera and plague on outward bound ships.

310. Equitable Assignment.—A settlement of equitable reversionary personalty may be a settlement to delay, hinder or defraud creditors under 13 Eliz. c. 5 (*Ideal Bedding Co.* v. *Holland*, [1907] 2 Ch. 157; 76 L. J. Ch. 411). See this case as to form of order.

321. Error, Writ of.—Writs of Error in criminal cases are abolished by the Criminal Appeal Act, 1907, 7 Edw. VII. c. 23, sec. 20 (1). See CRIMINAL APPEAL herein.

341. Estates by Estoppel.—*Dalton* v. *Fitzgerald*, [1897] 2 Ch. 86; 66 L. J. Ch. 604, was distinguished in the Irish case of *In re Tennent's Estate*, [1913] 1 I. R. 280, in which case it was held that where a person enters as tenant for life under a will, which purports to be an exercise of a power to appoint lands, whether rightfully as a proper appointee, or wrongfully under a void appointment, he is not estopped from saying as against the remainder-man that the devise to him is void as being an invalid exercise of the power.

342. Estates of Inheritance.—Line 22, *for* "1871," *read* "1881."

345. ——. After *In re Bridger*, [1894] 1 Ch. 297, add a reference to *In re Harris; Harris* v. *Harris*, [1912] 2 Ch. 241; 81 L. J. Ch. 512.

351. Estoppel.—See BILLS OF SALE herein.

351. ——. As to whether an estoppel against an estoppel sets the matter at large, see *Poulton* v. *Adjustable Cover and Boiler Block Co.*, [1908] 2 Ch. 430; 77 L. J. Ch. 780.

352. ——. In a second action to recover rent under an agreement for a lease, the defendant gave notice as a special defence that the requirements of sec. 4 of the Statute of Frauds had not been complied with. It was held that as he had not raised this defence in the first action, in which the plaintiff recovered judgment, he could not raise it in the second action (*Humphries* v. *Humphries*, [1910] 2 K. B. 531; 79 L. J. K. B. 919).

This case was followed in *Cooke* v. *Rickman*, [1911] 2 K. B. 1125; 81 L. J. K. B. 38, where it was held that a defendant who had admitted in an affidavit in a previous action that she owed rent under an agreement, was estopped from setting up the defence that there was no consideration for the agreement. It should be noted that the estoppel only applies to allegations which the defendant could have traversed, and does not extend to pleas which confess and avoid or to matters not raisable by traverse but by special plea.

354. ——. Where a plaintiff obtained judgment for (*inter alia*) an inquiry as to damages in an action for the infringement of a patent, and the defendant subsequently obtained an order for the revocation of the patent on evidence not before the Court at the trial, the defendant was held to be estopped from setting up the invalidity of the patent on the inquiry as to damages (*Poulton* v. *Adjustable Cover and Boiler Block Co.*, [1908] 2 Ch. 430; 77 L. J. Ch. 780).

354. ——. Where solicitors obtained judgment, under which nothing was recovered, against a married woman for their costs in divorce proceedings, which she had settled without their knowledge, they were held to be estopped from obtaining an order that the husband should pay the wife's costs (*Sullivan* v. *Sullivan*, [1912] 2 Ir. R. 116). In this case *Priestly* v. *Fernie*, 1865, 3 H. & C. 977 was followed.

355. ——. *Caine* v. *Palace Shipping Co.*, [1907] 1 K. B. 670, was affirmed in the House of Lords, see [1907] A. C. 386; 76 L. J. K. B. 1079.

356. ——. A party who negligently signs a guarantee on the fraudulent misrepresentation that it is a document of some other kind is not estopped from setting up the defence of *non est factum* in an action on the guarantee brought by an innocent party (*Carlisle & Cumberland Banking Co.* v. *Bragg*, [1911] 1 K. B. 489; 80 L. J. K. B. 472).

357. ——. *Dalton* v. *Fitzgerald*, [1897] 2 Ch. 86; 66 L. J. Ch. 604, was distinguished in the Irish case of *In re Tennent's Estate*, [1913] 1 I. R. 280, in which case it was held that where a person enters as tenant for life under a will, which purports to be an exercise of a power to appoint lands, whether rightfully as a proper appointee, or wrongfully under a void appointment, he is not estopped from saying as against the remainder-man that the devise to him is void as being an invalid exercise of the power.

359. ——. As to BILLS OF EXCHANGE, see that title herein, and PROMISSORY NOTE, Vol. XII. p. 27.

359. ——. The decision in *Bank of England* v. *Cutler* was affirmed in the Court of Appeal, see [1908] 2 K. B. 208; 77 L. J. K. B. 889.

361. Estovers.—See COMMON herein.

364. Evidence.—See also CERTIFICATE OF CONVICTION herein.

364. ——. In a criminal trial the judge has a discretion whether to allow the prosecution to call rebutting evidence or not. The Court will not quash a conviction unless such evidence is in the nature of a trap and results in injustice (*R.* v. *Crippen*, [1911] 1 K. B. 149; 80 L. J. K. B. 290).

365. ——. In an action against a barber by a customer who had contracted barber's itch, evidence of other customers who had contracted a similar disease at the same shop was admitted as showing that the defendant's mode of carrying on business was dangerous (*Hales* v. *Kerr*, [1908] 2 K. B. 601; 77 L. J. K. B. 870).

366. ——. After *R.* v. *Foster*, Dear. 456, add a reference to *R.* v. *Chitson*, [1909] 2 K. B. 945; 79 L. J. K. B. 10, in which case evidence of a similar offence was admitted in a prosecution for having carnal connection with a girl under sixteen. In *R.* v. *Fisher*, [1910] 1 K. B. 149; 79 L. J. K. B. 187, on a charge of obtaining goods and credit by false pretences, evidence of previous occasions on which the prisoner had obtained goods by false pretences was held inadmissible as proving a fraudulent character only and not a systematic course of fraud. In *R.* v. *Ball*, [1911] A. C. 47; 80 L. J. K. B. 689, evidence of previous acts was held admissible in a prosecution under the Punishment of Incest Act, 1908, 8 Edw. VII. c. 45. In *R.* v. *Rodley*, [1913], 3 K. B. 468; 82 L. J. K. B. 1070, the appellant was charged with having burglariously entered a dwelling-house with intent to commit rape on a certain woman therein. The defences set up were :—(1) that the appellant did not in fact so enter the house; (2) that he did not enter it with any intention to commit rape; (3) that the story told by the prosecutrix of what happened in the house was untrue. The prosecution tendered evidence that after the appellant left the house he went to the house of another woman about three miles off, which he entered by means of the chimney, and then had connection with the woman with her consent. This evidence was objected to, but was admitted. The Court of Criminal Appeal held that the evidence was not admissible and squashed the conviction, as it was not certain that the evidence had not influenced the jury. See INCEST herein.

366. ——. In *R.* v. *Cargill*, [1913] 2 K. B. 271; 82 L. J. K. B. 655, the prisoner was charged with unlawfully and carnally knowing a girl between the ages of thirteen and sixteen, under sec. 5 (1) of the Criminal Law Amendment Act, 1885. Counsel for the prosecution stated in opening the case, that on the occasion of the alleged crime the prisoner had seduced the girl. She made a similar statement in her evidence in chief. No objection was taken. In cross-examination she denied specific cases of connection with named men and also that she was of loose character. The defence sought to call evidence that she was of loose character and therefore that her evidence should not be accepted. The Court of Criminal Appeal held that as the allegation that the prisoner had seduced the girl was not relevant to the issue, and did not become so owing to the fact that the prosecution had introduced it, evidence to contradict it was not admissible, and that under the general rule as to the inadmissibility of evidence to contradict answers to questions as to credit, evidence could not be given that the statements of the girl were untrue.

366. ——. After *R.* v. *Carter*, 1884, 12 Q. B. D. 522, add a reference to *R.* v. *Rowland*, [1910] 1 K. B. 458; 79 L. J. K. B. 327.

366. ——. Where a transaction is impugned in Bankruptcy as being a fraudulent preference, evidence of other acts of preference by the debtor about the same time is admissible as showing the debtor's intention (*In re Ramsay; Ex parte Deacon*, [1913] 2 K. B. 80; 82 L. J. K. B. 526).

369. ——. A statement made by a woman to her husband and repeated by him to a police officer in her presence and without her dissent is admissible (*R.* v. *Bexley*, 1906, 70 J. P. 263).

369. ——. On a charge of having used an instrument on a woman with the object of procuring a miscarriage, it was held that a statement made by the woman, who had since died, that she had operated on herself was not admissible in evidence, *R.* v. *Thomson,* [1912] 3 K. B. 19; 81 L. J. K. B. 892.

371. ——. The production of a by-law made under the Municipal Corporations Act, 1882, 45 & 46 Vict. c. 50, authenticated by the corporate seal, is, until the contrary be proved, sufficient evidence of the by-law and of the due performance of all the statutory requirements necessary for its validity (*Robinson* v. *Gregory,* [1905] 1 K. B. 534; 74 L. J. K. B. 367).

377. ——. The Regulations for the Territorial Force and The County Associations are within sec. 163 of the Army Act, 1861 (as amended by the Army Annual Acts, to 1911), and may be proved by the production of a copy purporting to be printed by a Government printer, but the Court does not take judicial notice of the Regulations. So held in Scotland (*Todd* v. *Anderson,* [1912] S. C. 105).

383. Evidence for Foreign and Colonial Tribunals.—Rule 59 of Order 37 is annulled and replaced by the Rules of Supreme Court, August 1907 (St. R. & O. 1907, p. 1034).

384. ——. Where evidence is being taken by an examiner under the Foreign Evidence Tribunals Act, 1856, and the Court orders a witness to produce documents which are in his custody only as a servant of his employers, the servant is entitled to refuse to produce them if he has not received instructions from his employers to do so (*Eccles* v. *Louisville and Nashville Railroad Co.*, [1912] 1 K. B. 135; 81 L. J. K. B. 445).

387. Excavations.—The decision of the Court of Appeal in *Wednesbury Corporation* v. *Lodge Holes Colliery Co.*, [1907] 1 K. B. 78, was reversed in the House of Lords on the point of the measure of damages, see [1908] A. C. 323; 77 L. J. K. B. 847.

402. Excise.—As to the transfer of the management of Excise duties to the Commissioners of Customs, see CUSTOMS herein.

403. ——. The Provisional Collection of Taxes Act, 1913, 3 Geo. v. c. 3, provides that resolutions of the Committee of Ways and Means of the House of Commons, which vary or renew taxes, shall have statutory effect for a limited period. Section 2 of the same Act provides for the making of payments and deductions on account of a temporary tax that has been renewed.

410. ——. Under sec. 33 (1) of the Inland Revenue Regulations Act, 1890, 53 & 54 Vict. c. 21, the Crown is entitled to revenue fines to the exclusion of municipal corporations to whom such fines were granted by previous charters (*Att.-Gen.* v. *Exeter Corporation,* [1911] 1 K. B. 1092; 80 L. J. K. B. 636).

417. ——. As to licences for the manufacture of beer, see *infra.*

418. ——. To the list of statutes granting drawbacks on beer add Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, sec. 82.

426. ——. Justices are not justified in refusing to grant a certificate exempting a farmer from keeping two sheep dogs merely because they consider one dog sufficient (*Johnson* v. *Wilson*, [1909] 2 K. B. 497; 78 L. J. K. B. 912).

427. ——. A member of the Royal College of Veterinary Surgeons may not use the armorial bearings of the College without taking out a licence, even if the College has taken out a licence (*London County Council* v. *Kirk*, [1912] 1 K. B. 345; 81 L. J. K. B. 278).

428. ——. The owner of a waggon or cart, intended to be used solely for the conveyance of goods or burden in the course of trade or husbandry, is responsible for the use it is actually put to, and is liable if his servant uses it for any other purpose for his own interest and without the owner's knowledge (*Strutt* v. *Clift*, [1911] 1 K. B. 1; 80 L. J. K. B. 114); such waggon or cart may, however, be used to carry persons who are to be employed in selling the contents of the cart. The fact that a cart is adapted for other uses is immaterial, the test being whether it is constructed and used solely for the conveyance of goods or burden in the course of trade or husbandry (*Cook* v. *Hobbs*, [1911] 1 K. B. 14; 80 L. J. K. B. 110). See also *Collman* v. *Stoker*, 1910, 103 L. T. 592.

428. ——. Cars used on a light railway under the Light Railways Act, 1896, are not liable to the Excise duty on carriages (*Att.-Gen.* v. *Yorkshire* (*Woollen District*) *Electric Tramways, Ltd.*, [1907] 2 K. B. 991; 77 L. J. K. B. 33).

429. ——. "Keeping any carriage" in sec. 27 of the Inland Revenue Act, 1869, 32 & 33 Vict. c. 14, means "keeping for present actual use," and therefore a hackney carriage proprietor who keeps more carriages than he has licences for does not commit an offence under the section so long as he does not use the surplus ones (*London County Council* v. *Fairbank*, [1911] 2 K. B. 32; 80 L. J. K. B. 1032).

429. ——. By the Finance (1909–10) Act, 1910 (s. 86 (1)), the following duties are payable in respect of motor cars which are carriages within the meaning of the Customs and Inland Revenue Act, 1888, 51 & 52 Vict. c. 8, sec. 4:—

Motor bicycles and motor tricycles, of whatever horse-power	£1	0	0
Motor cars—			
Not exceeding 6½ horse-power	2	2	0
Motor cars—			
Exceeding 6½ but not exceeding 12 horse-power	3	3	0
,, 12 ,, ,, 16 ,,	4	4	0
,, 16 ,, ,, 26 ,,	6	6	0
,, 26 ,, ,, 33 ,,	8	8	0
,, 33 ,, ,, 40 ,,	10	10	0
,, 40 ,, ,, 60 ,,	21	0	0
,, 60	42	0	0

The horse-power is now ascertained in accordance with Regulations dated November 22, 1912 (St. R. & O. 1912, No. 1700). These Regulations provide as follows:—

1. For the purposes of these regulations the horse-power of any motor car deriving its motive power wholly from an internal combustion engine worked by a cylinder or cylinders shall be taken to be:—

(*a*) in the case of a single-cylinder engine, the horse-power attributable to the cylinder of the engine;

(*b*) in the case of an engine having two or more cylinders, the sum of the horse-powers attributable to the separate cylinders.

2. The horse-power attributable to any cylinder of an internal combustion engine shall be deemed to be equal to the square of the internal diameter of such cylinder measured in inches divided by a numeral :—

(*a*) In the case of a cylinder having a single piston, the numeral used as divisor shall be 2·5.

(*b*) In the case of a cylinder having two pistons, the numeral used as divisor shall be 1·6.

3. The horse-power of any motor car deriving its power wholly from a steam engine shall be taken to be proportional to the effective heating surface of the boiler supplying steam to such engine, at the rate of 1 h.p. for every 3 sq. ft. in such effective heating surface, and the effective heating surface shall be taken to be :—

(*a*) in the case of a boiler having horizontal or approximately horizontal tubes, the whole of that surface of the tubes which is exposed to the flame or hot gases ;

(*b*) in the case of a boiler having vertical or approximately vertical tubes, half of that surface of the tubes which is exposed to the flame or hot gases.

4. Any motor car deriving its motive power from an electric motor or motors shall be deemed to be of a horse-power exceeding 6½ but not exceeding 12.

5. In measuring cylinders and boilers, and in calculating horse-power, fractions of inches and feet and fractions of a unit of horse-power are to be taken into account.

6. Where it appears that in consequence of the exceptional design or construction of the engine of any motor car the horse-power as calculated under the preceding rules is substantially less than the average power which the engine would develop in continuous use on the road if there were no restrictions on speed other than those imposed by the car itself, then such average power shall be taken as the power of the car.

The regulations came into force on January 1, 1913.

The licence duty must be paid according to the Treasury Regulations, even if those regulations do not in fact give the actual horse-power (*London County Council* v. *Turner*, 1912, 105 L. T. 380).

The penalty imposed by sec. 27 of the Revenue Act, 1869, 32 & 33 Vict. c. 14, is applied to motor cars, " horse-power " being substituted for " weight " (s. 86 (2)). The section does not increase or affect the duty previously payable in respect of motor cabs, motor omnibuses, nor any vehicles which are hackney carriages within sec. 4 of the Customs and Inland Revenue Act, 1888, 51 & 52 Vict. c. 8, nor does it require a licence to be taken out in respect of a motor car which is not a carriage within the meaning of that section (s. 86 (3)). Doctors pay half the licence on cars used professionally (s. 86 (4)). Officers of the Army Motor Reserve are allowed a rebate proportionate to the number of days in the year for which the car has been used for the purposes of the Army Motor Reserve, provided it has been used for at least six days in the year (s. 86 (5)). Fire-engines, motor cars used by local authorities for fire brigade purposes, and ambulances pay no duty (s. 86 (6) ; Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 11). The Treasury may make regulations for the total or partial exemption of persons temporarily present in the United Kingdom (s. 86 (7) ; see St. R. & O. 1910, No. 901). Section 86 (8) contains temporary provision as to licences in the year 1910.

" Motor car " means any vehicle which is for the time being a light locomotive within the meaning of the Locomotive on Highways Act, 1896, 59 & 60 Vict. c. 36 (see Vol. IX. p. 459), as amended by any other Act, and includes a motor bicycle or tricycle, but not a vehicle drawn by a motor car.

In Ireland the duties on motor car licences are levied by the county councils and paid into the Exchequer. The councils receive each year from the Consolidated Fund 5 per cent. of the duties levied in the preceding year.

430. ——. Male cooks employed in a club composed of civil servants which receives an annual grant from the Government, are not in the service of the Crown but of the committee of the club, and licences must be taken out for them (*London County Council* v. *Houndle*, 1911, 105 L. T. 211).

431. ——. Men employed in a large store to prepare and serve meals for the employees are not male servants within sec. 19 of the Revenue Act, 1869 (*Whiteley* v. *Burns*, [1908] 1 K. B. 705 ; 77 L. J. K. B. 467), but porters employed in a block of residential flats are (*Marchant* v. *London County Council*, [1910] 2 K. B. 379 ; 79 L. J. K. B. 718).

431. ——. A jobbing gardener who is employed by one employer for four days in the week and is entitled to send a substitute when unable to attend himself and who works for other employers on other days, is not a "male servant" within sec. 19 (3) of the Revenue Act, 1869 (*Braddell* v. *Baker*, 1911, 104 L. T. 673).

431. ——. A driver employed by a contractor to convey defective children to school under a contract with a local education authority is not a "coachman" within meaning of sec. 19 of the Revenue Act, 1869 (*London County Council* v. *Allen*, [1913], 1 K. B. 9 ; 82 L. J. K. B. 432).

432. ——. As to dealing in game, see further *sub tit.* GAME LAWS, Vol. VI. p. 336, and herein.

432. ——. Section 4 of the Game Act, 1831, 1 & 2 Will. IV. c. 32, does not apply to live game where the person buying, selling, or having in his house, possession or control, is keeping or intending to keep the game solely for the purpose of breeding or for sale alive, and is licensed to deal in game or holds a certificate or licence to kill game (Revenue Act, 1911, 1 Geo. V. c. 2, s. 10).

440. ——. LIQUOR LICENCES.—The Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, imposes the following duties on licences for the manufacture or sale of intoxicating liquors. The duties are charged on all licences granted after July 1, 1909. In the case of licences granted before September 30, 1909, the sum payable up to that date is the sum which would have been payable had the Act not been passed (s. 43, and Schedule I.).

Where an Excise licence ceases to be in force owing to the fact that the justices' licence or certificate has expired and has not been renewed, the holder of the Excise licence is entitled to a return of a proportional part of the duty, unless there has been a conviction against him as mentioned in sec. 22 of the Excise Licences Act, 1825 (Finance Act, 1911, 1 & 2 Geo. V. c. 48, s. 7).

In the case of a licence granted to a new beginner, the amount of the duty payable is to be proportionate to the period for which the licence will be in force (*ibid.* s. 8).

A manufacturing or wholesale chemist and druggist who requires a licence for the purposes only of selling rectified spirits of not less than 43 degrees above proof, for medicinal purposes, to duly qualified medical practitioners or duly registered pharmaceutical chemists or chemists and druggists, or persons requiring spirits for scientific purposes in a laboratory, may obtain a licence on payment of a reduced duty of £10, provided he undertakes not to sell for any other purposes or to any other persons. The Commissioners may attach conditions necessary for the protection of the revenue to such a licence. A licensee under this provision who sells in contravention of his undertaking or of the conditions attached to his licence is liable to an Excise penalty of £50 in respect of each offence (*ibid.* s. 9).

The annual value of premises for the purpose of the duty on any Excise licence charged by reference to annual valuc is in England:—(1) the inhabited house duty value, if there is such a value applicable; (2) where there is no inhabited house duty applicable, the income tax value if there is such a value applicable; (3) if there is neither an inhabited house duty value nor an income tax value applicable, the annual value as determined by the Commissioners of Customs and Excise in accordance with the Acts relating to Excise, but having regard in all cases to any decrease in the annual value resulting from any increase in the licence duty under the provisions of the Finance (1909–10) Act, 1910.

For the purposes of this provision the inhabited house value duty means the value as adopted for the purposes of inhabited house duty, and the income tax value means the value as adopted for the purposes of income tax under Schedule A of the Income Tax Act, 1853, and the inhabited house duty value or the income tax value, as the case may be, is deemed to be applicable if the premises to which a value is attached for the purpose of those duties or either of them correspond with the premises the annual value of which is required for the purpose of the charge of the duty on the licence, except in cases where it is shown to the Commissioners of Customs and Excise that in the determination of either of those two duties no regard has been had to any decrease in the annual value resulting from any increase in the licence duty under the provisions of the Finance (1909–10) Act, 1910, as amended by the present Act (Revenue Act, 1911, 1 Geo. v. c. 2, s. 8 (1)). As to the effect of this provision on sec. 44 (2) of the Finance (1909–10) Act, 1910, see *Inland Revenue Commissioners* v. *Truman*, [1913] A. C. 650; 82 L. J. K. B. 1042.

In Ireland the annual value is to be determined by the Commissioners of Customs and Excise in accordance with the Acts relating to Excise, subject to the provisions of sec. 43 (7) of the Inland Revenue Act, 1880, and having regard to any decrease in the annual value resulting from any increase in the licence duty under the provisions of the Finance (1909–10) Act, 1910 (*ibid.* s. 8 (2)).

These provisions are to have effect as regards licences granted after April 29, 1910, which were in force on March 31, 1911. If in respect of the period for which any such licence was granted, any sum was paid as duty on the licence in excess of the sum which would have been paid under this section, the excess is to be repaid (*ibid.* s. 8 (4)).

Section 43 (1) of the Finance (1909–10) Act, 1910, is repealed.

EXCISE LIQUOR LICENCES.

A.—MANUFACTURERS' LICENCES.

Licence to be taken out Annually.	Duty.	Corresponding existing Licence.
1. Spirits:—		
(*a*) By a distiller of spirits.	Duty specified in Scale 1.	Licence for manufacture of spirits under 6 Geo. IV. c. 81, s. 2.
(*b*) By a rectifier or compounder of spirits.	£15, 15s.	
2. Beer:—		
By a brewer of beer for sale.	Duty specified in Scale 2.	Licence on which duty is payable under 43 & 44 Vict. c. 20, s. 10.
By a brewer of beer other than a brewer for sale.	If he is the occupier of a house of an annual value exceeding ten pounds and not exceeding fifteen pounds, and brews solely for his own domestic use, 9s. In any other case, 4s.	Licence on which duty is payable under 43 & 44 Vict. c. 20, s. 10; 44 & 45 Vict. c. 12, s. 14; or 48 & 49 Vict. c. 51, s. 5.
3. Sweets:—		
By a maker for sale of sweets.	£5, 5s.	Licence on which duty is payable under 6 Edw. VII. c. 20, s. 7.

SCALE 1.

SPIRIT DISTILLER'S LICENCE.

Number of gallons computed at proof of spirits distilled during the preceding year—	Duty.		
Not exceeding 50,000 gallons	£10	0	0
Exceeding 50,000 gallons, for the first 50,000 gallons . .	10	0	0
For every further 25,000 gallons or fraction of 25,000 gallons	10	0	0

SCALE 2.

LICENCE TO BREWER FOR SALE.

Number of barrels brewed during the preceding year—	Duty.		
Not exceeding 100 barrels	£1	0	0
Exceeding 100 barrels—			
For the first 100 barrels	1	0	0
For every further 50 barrels or fraction of 50 barrels . .	0	12	0

For the purposes of this scale, barrels may be taken at the option of the brewer either to be bulk barrels or standard barrels, and a standard barrel shall be taken to be 36 gallons of beer of an original gravity of 1055 degrees.

Provisions Applicable to Manufacturers' Licences.—1. A manufacturer's licence, except in the case of a licence to a brewer not for sale, authorises not only the manufacture of the liquor to which it applies in accordance with the licence, but also wholesale dealing (subject in the case of a spirit manufacturer's licence to the provisions of the Spirits Act, 1880) in any such liquor which is the produce of the manufacture of the holder of the licence at the premises where the liquor is manufactured, and elsewhere by the manufacturer or a servant or agent of the manufacturer if the liquor is supplied to the purchaser direct from the premises where it is manufactured.

2. The occupier of a house of an annual value not exceeding eight pounds may brew beer solely for his own domestic use without taking out a manufacturer's licence.

3. The duty on a manufacturer's licence granted in respect of a distillery or brewery in respect of which such a licence has not been in force at any time during the preceding year, or in respect of which a licence has been in force but no spirits have been distilled or beer brewed under the licence during the preceding year, as the case may be, shall be the minimum duty payable under Scales 1 or 2, as the case may be, and where a manufacturer's licence has not been in force for a full year, the number of proof gallons distilled or the number of barrels brewed during the preceding year shall, for the purpose of payment of duty in the following year, be deemed to be a number bearing the same proportion to the number actually distilled or brewed as the whole year bears to the time for which the licence has been in force.

4. For the purpose of the duties under Scales 1 and 2 the preceding year shall be taken to be the year ending the thirtieth day of June or such other day as the Commissioners may fix either generally or as respects any particular manufacturer.

B.—Wholesale Dealers' Licences.

Licence to be taken out Annually by a Wholesale Dealer in	Duty.	Corresponding existing Licence.
1. Spirits . . .	£15 15 0	Licence on which duty is payable under 6 Geo. IV. c. 81, s. 2.
2. Beer . . .	10 10 0	
3. Wine . . .	10 10 0	Licence on which duty is payable under 6 Geo. IV. c. 81, s. 2.
4. Sweets . . .	5 5 0	Licence on which duty is payable under 23 & 24 Vict. c. 113, s. 1.

Provisions Applicable to Wholesale Dealers' Licences.—1. A wholesale dealer's licence authorises sale at any one time to one person of liquor in the following quantities, namely:—

(*a*) In the case of spirits, wine, or sweets, in any quantity not less than two gallons, or not less than one dozen reputed quart bottles; and

(*b*) In the case of beer or cider, in any quantity not less than four and a half gallons, or not less than two dozen reputed quart bottles;

but not in any less quantities.

2. A wholesale dealer's licence need not be taken out by the holder of a manufacturer's licence so far as respects the sale of liquor being the produce of the manufacture of the holder of the manufacturer's licence at the premises where the liquor is manufactured, and elsewhere by the manufacturer or a servant or agent of the manufacturer, if the liquor is supplied to the purchaser direct from the premises where it is manufactured.

3. A person holding the licence to be taken out by a wholesale dealer in wine may deal wholesale in sweets as well as wine without taking out any further wholesale dealer's licence.

4. Where a wholesale dealer's licence for the sale of any liquor is taken out by a person who is the holder of a licence authorising him to sell the same liquor by retail, the duty payable on the wholesale dealer's licence shall be reduced by fifty per cent. Provided that this provision shall not operate so as to reduce the total amount payable for the wholesale dealer's licence and the retailer's licence for any liquor below that payable for the wholesale dealer's licence alone.

C.—RETAILERS' LICENCES.

I.—*On-Licences.*

Licence to be taken out Annually by a Retailer of	Duty.	Corresponding existing Licence.
1. Spirits (publican's licence).	A duty equal to half the annual value of the licensed premises, subject to the minimum duty payable under Scale 3.	Licence on which duty is payable under 43 & 44 Vict. c. 20, s. 43 (1).
2. Beer (beerhouse licence).	A duty equal to a third of the annual value of the licensed premises, subject to the minimum duty payable under Scale 3.	Licence on which duty is payable under 43 & 44 Vict. c. 20, s. 41.
3. Cider . . .	Half the duty specified in Scale 4.	
4. Wine . . .	Duty specified in Scale 4 . .	
5. Sweets . . .	Half the duty specified in Scale 4.	

SCALE 3.

MINIMUM DUTY PAYABLE FOR PUBLICAN'S AND BEERHOUSE LICENCES.

There shall be a minimum duty payable on the publican's licence and the beerhouse licence respectively, as shown in the following scale, and where the annual value of any licensed premises is less than the annual value to which the minimum duty corresponds, duty shall be charged as if the premises were of that annual value.

Population.	Minimum Duty.	
	Publican's Licence.	Beerhouse Licence.
In Great Britain—		
In areas which are not urban areas, and in urban areas with a population of less than 2,000 . . .	£5 0 0	£3 10 0
In urban areas with a population of—		
2,000 and less than 5,000	10 0 0	6 10 0
5,000 „ „ 10,000	15 0 0	10 0 0
10,000 „ „ 50,000	20 0 0	13 0 0
50,000 „ „ 100,000	30 0 0	20 0 0
100,000 or above	35 0 0	23 10 0
In Ireland—		
In areas which are not urban areas, and in urban areas with a population of less than 10,000 . . .	5 0 0	3 10 0
In urban areas with a population of 10,000 or above .	7 10 0	4 0 0

For the purposes of this scale an urban area means any county borough, borough, or other urban district; and the administrative county of London shall be deemed to be a single urban area; and population shall be calculated according to the last published census for the time being. If it is shown to the satisfaction of the Commissioners that premises in an urban area are situated in a part of the area which has only a small local population and is essentially rural in character, and that the more populous parts of the district are so remote as not to affect the amount of business carried on on the premises, the premises are deemed to be situated in an area which is not an urban area. In such a case the closing hours are restricted accordingly (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 5). The boroughs of Burslem, Hanley, Longton, and Stoke-upon-Trent, and the urban districts of Fenton and Tunstall, which, in pursuance of the Borough of Stoke-on-Trent Order, 1908, as confirmed by the Local Government Board's Provisional Order Confirmation (No. 3) Act, 1908, 8 Edw. VII. c. clxiv., are, as from the thirty-first day of March nineteen hundred and ten, to form (subject to certain provisions as to differential rating and other matters to have effect for a period of twenty years) one borough to be called the borough of Stoke-upon-Trent, shall, notwithstanding anything contained in that Order, continue for the period of twenty years from the said date to be separate urban areas for the purposes of this scale.

SCALE 4.

WINE RETAILER'S ON-LICENCE.

Annual value of licensed premises—	Duty.		
Under £30	£4	10	0
£30 and under £50	6	0	0
£50 ,, £100	9	0	0
£100 and over	12	0	0

II.—*Off-Licences.*

Licence to be taken out Annually by Retailer of	Duty.	Corresponding existing Licence.
1. Spirits	Duty specified in Scale 5.	As respects England, the additional retail licence on which duty is payable under 24 & 25 Vict. c. 21, s. 1. As respects Scotland, licence on which duty is payable under 16 & 17 Vict. c. 67, s. 8. As respects Ireland, licence on which duty is payable under 6 Geo. IV. c. 81, s. 2, and 8 & 9 Vict. c. 64, s. 1. Additional liqueur licence on which duty is payable under 11 & 12 Vict. c. 121, s. 10.
2. Beer	Duty specified in Scale 6.	As respects England, the beer retailer's licence and the additional beer dealer's retail licence on which duty is payable under 43 & 44 Vict. c. 20, s. 41. As respects Scotland, licence on which duty is payable under 16 & 17 Vict. c. 67, s. 8. As respects Ireland, dealer's additional retail licence on which duty is payable under 43 & 44 Vict. c. 20, s. 41.
3. Cider	£2	Licence on which duty is payable under 43 & 44 Vict. c. 20, s. 41.

Licence to be taken out Annually by Retailer of	Duty.	Corresponding existing Licence.
4. Wine . . .	Duty specified in Scale 7.	As respects England and Ireland, licence on which duty is payable under 43 & 44 Vict. c. 20, s. 41. As respects Scotland, licence on which duty is payable under 39 & 40 Vict. c. 16, s. 4. Licence as a dealer in wine, on which duty is payable under 6 Geo. IV. c. 81, s. 2, so far as such a licence authorises sale by retail.
5. Sweets . .	£2 . . .	Licence on which duty is payable under 43 & 44 Vict. c. 20, s. 41.

SCALE 5.

SPIRIT RETAILER'S OFF-LICENCE.

Annual value of licensed premises—	Duty.		
Not exceeding £10	£10	0	0
Exceeding £10 and not exceeding £20	11	10	0
,, 20 ,, ,, 30	14	0	0
,, 30 ,, ,, 50	15	0	0
,, 50 ,, ,, 75	16	0	0
,, 75 ,, ,, 100	17	10	0
,, 100 ,, ,, 250	19	0	0
,, 250 ,, ,, 500	30	0	0
,, 500	50	0	0

SCALE 6.

BEER RETAILER'S OFF-LICENCE.

Annual value of licensed premises—	Duty.		
Not exceeding £10	£1	10	0
Exceeding £10 and not exceeding £20	2	0	0
,, 20 ,, ,, 30	2	10	0
,, 30 ,, ,, 50	3	0	0
,, 50 ,, ,, 75	3	10	0
,, 75 ,, ,, 100	4	0	0
,, 100 ,, ,, 250	4	10	0
,, 250 ,, ,, 500	7	0	0
,, 500	10	0	0

SCALE 7.

WINE RETAILER'S OFF-LICENCE.

Annual value of licensed premises—	Duty.		
Not exceeding £20	£2	10	0
Exceeding £20 but not exceeding £30	3	0	0
,, 30 ,, ,, 50	3	10	0
,, 50 ,, ,, 75	4	0	0
,, 75 ,, ,, 100	4	10	0
,, 100 ,, ,, 250	5	0	0
,, 250 ,, ,, 500	7	0	0
,, 500	10	0	0

PROVISIONS APPLICABLE TO RETAILERS' LICENCES.

General.—1. A retailer's licence authorises sale at any one time to one person of liquor in the following quantities, namely—

(*a*) in the case of spirits, wine, or sweets, in any quantity not exceeding two gallons or not exceeding one dozen reputed quart bottles; and

(*b*) in the case of beer or cider, in any quantity not exceeding four and a half gallons or not exceeding two dozen reputed quart bottles;

but not in any larger quantities.

2. A retailer's off-licence shall not be granted to the holder of a retailer's on-licence if the off-licence authorises the sale of any liquor which the holder of the on-licence is not authorised to sell by retail under his on-licence, and any retailer's off-licence granted in contravention of this provision shall be void.

3. A person holding the licence to be taken out by a retailer of beer may sell by retail cider as well as beer without taking out any further retailer's licence.

4. A person holding the licence to be taken out by a retailer of wine may sell by retail sweets as well as wine without taking out any further retailer's licence.

Provisions Applicable to Retailers' On-Licences.—1. A retailer's on-licence authorises sale by retail of the liquor to which the licence extends for consumption either on or off the premises.

2. A person holding the on-licence to be taken out by a retailer of spirits may sell by retail beer, cider, wine, and sweets, as well as spirits, without taking out any further retailer's licence.

3. Where it is shown to the satisfaction of the Commissioners that the annual value of the premises exceeds five hundred pounds, a retailer's on-licence may be granted at the option of the licence holder on payment of an amount equal to one-third of the annual licence value as certified for the purposes of this Act, and where that amount has not been certified for the purpose of the register, to be prepared under this Act, the licence holder may require that amount to be so certified:

Provided that—

(*a*) the duty payable in pursuance of this provision shall not be less than two hundred and fifty pounds in the case of fully-licensed premises, or in the case of a beerhouse one hundred and sixty-six pounds thirteen shillings and fourpence; and

(*b*) where the annual licence value has not been certified, the licence shall be granted on a provisional payment of the minimum duty payable under this provision, or of one-fifth of the full duty, whichever is the higher, and, upon the annual licence value being certified, the duty shall be adjusted by the return of any over-payment or by the recovery, as a debt to His Majesty, of any sum by which the amount paid falls short of the amount which is found to be payable.

This provision shall apply to premises, whatever their annual value, if they are structurally adapted for use as a hotel and are *bona fide* so used, and it is shown to the Commissioners that it is impracticable to obtain a reduction of duty in respect of the premises under the provisions of this Act enabling such a reduction to be obtained for hotels in certain cases, owing to the fact that visitors resort to the place where the premises are situated only during certain seasons of the year. In such a case the minimum amount of duty payable shall, instead of two hundred and fifty pounds, be thirty pounds in the case of premises of an annual value not exceeding one hundred pounds, and in any other such case fifty pounds.

The power to obtain a licence on payment of a reduced amount of duty in the case of a six-day licence or an early closing licence shall apply to any case in which the minimum duty is payable under this provision, but the reduction shall not operate so as to make the duty payable less than one-third the annual licence value of the premises (added by Finance Act, 1912, 2 & 3 Geo. v. c. 8, s. 3).

4. The maximum amount of duty payable in respect of a retailer's on-licence granted to the proprietor or occupier of premises adapted to be and *bona fide* used only for any of the following purposes, namely, for judicial or public administrative purposes, or as a theatre or place of public or private entertainment, or as public gardens, picture galleries, or exhibitions, or for any similar purpose to which the holding of the licence is merely auxiliary, shall, in the case of a theatre the annual value of which does not exceed two thousand pounds, be twenty pounds, and in any other case be fifty pounds, but it shall be a condition of any such licence that intoxicating liquor is not sold under the licence except while the premises are open and being used, and to persons *bona fide* using the premises, for the said purposes.

5. The maximum amount of duty payable in respect of a retailer's on-licence granted to the proprietor or occupier of premises adapted to be and *bona fide* used as refreshment rooms at a railway station shall be fifty pounds.

6. Where any premises include a music hall or other similar place of public entertainment (hereinafter referred to as a place of entertainment), a retailer's on-licence may be granted, at the option of the licence holder, on payment of a duty of fifty pounds, together with such sum as would be payable as duty under this Act on the part of the premises not used as the place of entertainment if that part were a separate set of premises, but it shall be a condition of any such licence that intoxicating liquor is not sold under the licence in the place of entertainment except whilst that place is open and being used, and to persons *bona fide* using that place, as a place of entertainment.

Provisions Applicable to Retailers' Off-Licences.—1. A retailer's off-licence authorises the sale by retail of the liquor to which the licence extends for consumption off the premises only.

2. A person holding the off-licence to be taken out by a retailer of spirits may not sell spirits in open vessels, or in England in any quantity less than one reputed quart bottle.

3. A person holding the off-licence to be taken out by a retailer of wine may not sell wine in open vessels or in England or Ireland in any quantity less than one reputed pint bottle.

D.—PASSENGER VESSEL LICENCES.

	Corresponding existing licence.
1. Licence to be taken out annually in respect of a passenger vessel by the master or other person belonging to the vessel nominated by the owner of the vessel—Duty of £10. 2. Licence to be taken out in respect of a passenger vessel by the master or other person belonging to the vessel nominated by the owner of the vessel, and to be in force for one day only —Duty of £2.	Licence on which duty is payable under 43 & 44 Vict. c. 20, sec. 45.

Provisions Applicable to Passenger Vessel Licences.—1. A passenger vessel licence granted in respect of any vessel authorises the sale by retail while the vessel is engaged in carrying passengers of any intoxicating liquor on the vessel to passengers for consumption on the vessel.

2. A passenger vessel licence authorises the sale of tobacco as well as the sale of intoxicating liquor.

3. In the event of any person to whom a passenger vessel's licence has been granted ceasing to be master of the vessel or to belong to the vessel, the licence may be transferred to any person who is for the time being master of the vessel or is for the time being a person belonging to the vessel and nominated by the owner of the vessel for the purpose.

4. In the event of the transfer of the vessel to some other owner, the licence granted under this section shall cease to have effect as respects that vessel, but may, in that event and in the event of the loss of the vessel, be transferred, on the application of the owner of the vessel, to the master of some other vessel belonging to him or to some person belonging to such other vessel and nominated by the owner for the purpose.

5. For the purpose of giving jurisdiction, any sale of liquor on a passenger vessel shall be deemed to have taken place either where it has actually taken place or in any place in which the vessel may be found.

E.—RAILWAY RESTAURANT CAR LICENCES.

Licence to be taken out annually in respect of a railway restaurant car by the railway company or other person owning the car—Duty of £1.

Provisions Applicable to Railway Restaurant Car Licences.—1. A licence for a railway restaurant car may be granted without the production of a justice's licence or certificate.

2. A railway restaurant car licence granted in respect of a car in which passengers can be supplied with meals authorises the sale by retail to passengers on the car of any intoxicating liquor for consumption on the car.

F.—OCCASIONAL LICENCES.

Occasional licences granted under sec. 13 of the Revenue Act, 1862, 25 & 26 Vict. c. 22, sec. 20 of the Revenue Act, 1863, 26 & 27

Vict. c. 33, and sec. 5 of the Revenue Act, 1864, 27 & 28 Vict. c. 18.

Duties—(*a*) Sale of any intoxicating liquor—per day, 10s.; (*b*) sale of beer or wine only—per day, 5s.

Provisions Applicable to Occasional Licences.—An occasional licence may be granted under sec. 5 of the Revenue Act, 1864, for the sale of beer only, in Scotland and Ireland as well as in England, and for the sale of wine only, in Scotland as well as in England and Ireland; and any provisions relating to occasional licences shall apply accordingly.

Except where otherwise stated, "the Commissioners" mean the Commissioners of Customs and Excise (s. 96 (2)). The annual value of premises for the purpose of the above duties is arrived at in the same manner (including, in Ireland, sec. 43 of the Inland Revenue Act, 1880, 43 & 44 Vict. c. 20), as the annual value of premises is determined for the purpose of a publican's licence (see Vol. V. p. 447 and pp. 240, 241 herein). The duty on the licence is not allowed as a deduction (s. 44 (1)).

The Commissioners of Customs and Excise are to prepare and keep corrected a register showing the annual licence value of all fully-licensed houses and beerhouses. This annual licence value is the difference between the annual value of the premises licensed and not licensed, calculated on the basis set out in sec. 2 of the Licensing Act, 1904, 4 Edw. VII. c. 23 (see Vol. VIII. p. 186), but not allowing for depreciation of trade fixtures, and is fixed by the Commissioners of Inland Revenue. As to the effect on this provision of sec. 8 (1) of the Revenue Act, 1911, see *Inland Revenue Commissioners* v. *Truman*, [1913] A. C. 650; 82 L. J. K. B. 1042). The decision of those Commissioners is embodied in a certificate, a copy of which is to be sent to the licence holder and furnished to any other interested person. The finding of the Commissioners of Inland Revenue is subject to an appeal similar to that allowed by sec. 2 (2) of the Licensing Act, 1904 (see Vol. VIII. pp. 186, 187). In the case of hotels and other premises used for purposes other than the sale of liquor, no profits not derived from the sale of liquor are taken into account in arriving at the value (s. 44 (2)). This provision is not confined to hotels and premises *ejusdem generis*, but extends to all licensed premises (*Inland Revenue Commissioners* v. *Truman*, [1913] A. C. 650; 82 L. J. K. B. 1042). The "increased value" is not the whole value arising from the use for purposes other than the sale of liquor, but the extra profit from the sale of such articles on licensed premises as compared with the profit which would arise from the sale of them on unlicensed premises (*Inland Revenue Commissioners* v. *Truman*, [1913] A. C. 650; 82 L. J. K. B. 1042).

Licence holders and other persons interested in licensed premises must make returns to the Commissioners, if so required, of particulars which may be properly required for the purpose of ascertaining the annual value and the annual licence value of the premises. Failure to make the returns within the time specified, which must not be less than thirty days, involves a liability, on summary conviction, to a fine not exceeding £20 (s. 44 (3)).

In the case of licensed premises which are structurally adapted to be used and are *bona fide* used for the reception of guests and travellers desiring to sleep on the premises, or which are adapted and used as a restaurant, if the Commissioners are satisfied that the receipts from intoxicating liquor in the preceding year were less, in the case of a restaurant, than two-fifths, and in the case of any other premises, than one-third of the total receipts from all descriptions of business carried on by the licence holder in the premises, the duty, subject to the minimum mentioned in subsec. 4 *infra*, is reduced to a duty bearing the same proportion to the full duty as the receipts from the sale of liquor bear to the total receipts (s. 45 (1)). The year is calculated as ending at March 31, or at such other date as the Commissioners may fix for any area or to meet particular cases (s. 45 (2)). Instead of the above reduced duty the person liable may pay a duty of 25 per cent. of the annual licence value as determined by the Commissioners of Inland Revenue, subject to appeal as provided by sec. 44 (2) (*supra*), in cases where the annual licence value has not been determined for the purpose of the register (*supra*, s. 44 (2)) (s. 45 (3)). The reduced duty must not be less than one-thirtieth of the annual value in the case of fully-licensed premises, and, in the case of any other premises, one-fifteenth of the full duty, but in cases to which a minimum duty is applied by Scale 3 (*supra*) must not be less than that minimum (s. 45 (4)). The Commissioners may make regulations adapting the above provisions to cases where a licence is granted for premises for which such a licence was not previously in force, or where the annual licence value has not been certified, and may provide for the grant of a licence in cases where it is probable the section will apply to the premises on a provisional payment of one-fifth of the full duty, and for the adjustment of the duty after the licence has been in force for six months in accordance with the receipts for those six months, or after the annual licence value has been certified (s. 45 (5)). The ordinary provisions as to six-day and early closing licences at reduced duties (see Vol. V. p. 441) do not apply to cases under this section. In those cases effect is given to those provisions by calculating the full duty payable as the amount of that duty less one-seventh in the case of a six-day or early closing licence, and by two-sevenths in the case of a six-day and early closing licence (s. 45 (6)).

Licence holders who are bound in any way directly or indirectly to obtain intoxicating liquors from any person or persons are entitled to recover, or deduct from any sums payable by them, so much of the increased licence duty as is proportionate to any increased rent or increased price of liquor or other benefit obtained by such person. In default of agreement the sum is to be fixed by the Commissioners. The parties cannot contract themselves out of this provision (s. 46).

A similar provision is made in the case of free houses by sec. 2 of the Finance Act, 1912, 2 & 3 Geo. v. c. 8, which enacts that where the licensed premises are held under a lease or agreement for a lease, made before the passing of the Finance (1909–10) Act, 1910, 10 Edw. vii. c. 8, which does not contain or import any covenant, agreement, or undertaking on the part of the lessee to obtain a supply of intoxicating liquor from the lessor, the lessee is entitled, notwithstanding any agreement to the contrary, to recover as a debt due from, or deduct from any sum due to, the lessor so much of any increase of the duty payable in respect of the licence under the provisions of the Finance (1909–10) Act, 1910, as may be agreed upon as proportionate to any increased rent or premium payable in respect of the premises being let as licensed premises. In default of agreement the amount is to be determined as directed by rules of Court by a County Court in England or Ireland, and by a Sheriff in Scotland. This section only applies where the lessee is the licence-holder. It does not apply where the lessee is not in occupation, and is not the licence-holder, but has sublet to the licence-holder (*Watney, Coombe, Reid & Co.* v. *Berners*, [1913] 3 K. B. 427; 82 L. J. K. B. 1246).

For the purposes of this provision "lease" and its cognate words include "sublease" and its cognate words.

Where the increased licence duties under the Act render any annual or capital payments under conditions attached to a new on-licence under sec. 4 of the Licensing Act, 1904, 4 Edw. vii. c. 23 (see Vol. VIII. p. 196), unduly large, having regard to the decreased monopoly value, the Commissioners are to reduce either the annual payments or, if a capital sum has been paid, the duty on the licence to a sum which is just. The justices who granted the licence are allowed to report to the Commissioners on the matter. The Commissioners' decision is subject to an appeal similar to that allowed by sec. 2 of the Licensing Act, 1904 (see Vol. VIII. pp. 186, 187) (s. 47 (1)). The amount by which any licence duty is reduced is deducted from the next payment out of the local taxation account to the local authority which had the benefit of the capital sum, and the amount payable into the local taxation account on account of the proceeds of duties is reduced accordingly (s. 47 (2)).

Section 48 provides that the secretary of every club do deliver to the Commissioners in July 1910, and in January of every subsequent year, or within such further time as the Commissioners may allow in any case, a statement of the purchases of intoxicating liquor to be supplied in or to the club, or on behalf of the club to the members. Every such statement is charged with an Excise duty of sixpence for every £1 of purchases. This duty must be paid notwithstanding that the price paid by the club includes a duty paid by the person who supplies the intoxicating liquor (*Callaway* v. *R.*, 1913, 108 L. T. 1029). A secretary who fails to deliver a statement after the Commissioners have served him with notice, left at the club, or addressed to him there by post, is liable on summary conviction to a fine not exceeding £20, and for a second or subsequent offence to imprisonment, with or without hard labour, not exceeding one month, or a fine not exceeding £50, or both. The penalty for knowingly delivering a statement untrue in any material particular is imprisonment, with or without hard labour, not exceeding three months, or a fine not exceeding £50, or both. Duty under this section which is unpaid after September 1, 1910, and March 1 in subsequent years, is leviable by distress on the club premises. The collector of Customs and Excise may by warrant signed by him authorise any person to distrain on the premises and sell any distress by public auction after giving six days' notice of the sale. Before the distress is levied a notice requiring payment must have been served on the secretary by leaving it at the club or by sending it to him by post addressed to the club. Any surplus from the sale after paying the costs and expenses of the distress and sale and the duty due, is to be paid to the secretary and treated by him as part of the club funds. If the duty is not paid by September 1, 1910, or March 1 in subsequent years, or if the secretary fails to deliver his statement as required above, the supplying of intoxicating liquor in the club as long as the duty remains unpaid or the statement is undelivered is treated as a sale without a licence. The Commissioners have power to make regulations adapting the above provisions to clubs which are discontinued during the year and for the delivery of a statement and the payment of duty up to the date of discontinuance. Clerks keeping registers of clubs must inform the Commissioners of the registration of new clubs and the discontinuance of old clubs.

The licences enumerated above are to be in the form directed by the Commissioners, and may be granted on payment of duty by any officer of Customs and Excise authorised by the Commissioners (s. 49 (1)).

Manufacturers' licences expire on September 30, and wholesale dealers on June 30; all other annual licences expire as regards England and Ireland on September 30. Where, however, a wholesale dealer also has a retailer's off-licence for the same liquor, both expire on June 30 (s. 49 (2)).

Where the total duties payable by one person in respect of the same premises exceed £60, payment may be made in two half-yearly instalments (s. 49 (3)). By sec. 9 of the Revenue Act, 1911, 1 Geo. v. c. 2, where since the passing of the Finance (1909–10) Act, 1910, a licence has been granted under Part II. of that Act which was in force on March 31, 1911, on payment of a portion of the duty only, whether under sec. 49 (3) of the Act of 1910, or not, any portion of the duty not paid may, without prejudice to the operation of that subsection where it is applicable, be recovered from the licence-holder as a debt due to His Majesty. Sec. 49 (3) of the Finance (1909–10) Act, 1910, is repealed by sec. 9 of the Finance Act, 1911, 1 & 2 Geo. v. c. 48, which enacts that where the duty payable on a licence for the manufacture or sale of intoxicating liquor amounts to £20 or upwards, the licence may, at the option of the licence-holder, be granted on the payment of one-half of the duty. The other half of the duty is to be paid immediately after the expiration of six months from the commencement of the year for which the licence is granted, or, if the licence is granted after September, on February 1 next ensuing. If default is made in the payment of the second instalment, the licence is deemed to be of no effect as long as the default continues. The provision applies to two or more licences granted in respect of one set of premises in the same way as it applies to a single licence. Any amount remaining unpaid in any case in respect of the second half of the duty may be recovered either as a debt due to the Crown or by distress on the licensed premises in the same manner as a distress may be levied on club premises under sec. 48 (3) of the Finance (1909–10) Act, 1910, and that section applies with the substitution of the licensed premises for the club and of the holder of the licence for the secretary of the club (see *supra* herein). The power of recovering the second half of the duty applies to the recovery of the unpaid portion of duty in cases where a licence was granted before December 16, 1911, on payment of a portion only, except that in cases where the licence has been granted under sec. 49 (3) of the Finance (1909–10) Act, 1910, and is still in force, March 1 next after the commencement of the year for which the licence is granted is substituted for February 1.

The following penalties are imposed by sec. 50:—

Making or manufacturing intoxicating liquor without a licence, Excise penalty of £500.

Dealing wholesale without a licence, Excise penalty of £100.

Selling intoxicating liquor by retail without licence, Excise penalty of £50 or Excise penalty of treble full duty, at option of the Commissioners.

Contravention of terms of licence, selling otherwise than as authorised by licence, or contravention of provisions applicable to licence set out above, if no specific penalty is imposed by any Act relating to Excise duties and licences, an Excise penalty of £50.

References to old licences in Acts or documents are deemed to be references to the new licences set out in the Schedule printed above (s. 51 (1)).

The additional retail licences for the sale of spirits or liqueurs or beer granted to dealers in spirits or beer, the licence for the sale of table beer, and the combined licence for sale by retail of wine and beer are abolished (s. 51 (2)).

Justices' licences are not required for the issue of new licences if no justices' licence were required for the corresponding old licence (s. 51 (3)).

Section 52 contains the following definitions :—

"Beer" includes ale, porter, spruce beer, black beer, and any other description of beer, and any liquor which is made or sold as a description of beer, and which on analysis is found to contain more than 2 per cent. of proof spirit. This definition is divisible at the words "as a description of beer," so that a person may be convicted of selling beer without a licence under the first part of the definition, although the liquid sold contains less than 2 per cent. of proof spirit (*Fairhurst* v. *Price*, [1912] 1 K. B. 404; 81 L. J. K. B. 320).

"Wine" means wine imported into Great Britain or Ireland.

"Sweets" means any liquor made from fruit and sugar, or from fruit or sugar mixed with any other material, which has undergone a process of fermentation in manufacture, and includes British wines, made wines, mead, and metheglin.

"Cider" includes perry.

"Registered club" means a club for the time being registered under the Licensing Act, 1902, 2 Edw. VII. c. 28, and in Ireland a registered club within the meaning of the Registration of Clubs (Ireland) Act, 1904, 4 Edw. VII. c. 9.

"Passenger vessel" means a vessel of any description employed for the conveyance of passengers which goes from any place to any other place in the United Kingdom, or which goes from and returns to the same place in the United Kingdom on the same day.

"Publican's licence" means the on-licence to be taken out by a retailer of spirits.

"Beerhouse licence" means the on-licence to be taken out by a retailer of beer.

"Fully-licensed premises" means premises to which a publican's licence is attached.

"Beerhouse" means premises to which a beerhouse licence is attached.

"Premises" in relation to the annual value of licensed premises includes any offices, courts, yards, and gardens which are occupied together with and are within the curtilage, or in the immediate vicinity, of the house or place where the liquor is sold, except any such offices, courts, yards, or gardens as are proved to the satisfaction of the Commissioners to be used either altogether, or with occasional exceptions only, for any trade or business which is entirely distinct from the trade or business carried on in the house or place by the licence-holder as such, and also includes any building or place which, though not within the curtilage, or in the immediate vicinity, of the house or place where the liquor is sold, is used by the licence-holder for receiving or storing liquor, or which, in the opinion of the Commissioners, is used by him otherwise than occasionally, for any purpose in connection with the sale of liquor. This definition is substituted by sec. 4 of the Finance Act, 1911, 1 & 2 Geo. v. c. 48.

"Full duty" means the duty which would be charged under the Act without taking into consideration any reduction or allowance, or, in cases where duty may be charged by reference to the annual value, any alternative mode of charging the duty.

Section 53 deals with temporary provisions as to the expiration of licences.

The following table shows the statutory enactments affecting England and Ireland which deal with liquor licences and which are repealed by the Act :—

Session and Chapter.	Title or Short Title.	Extent of Repeal.
6 Geo. IV. c. 81.	The Excise Licences Act, 1825.	Section two, from "Beer.—Every person not being a brewer of beer" to "or upwards £3, 3s. 0d."; from "Every distiller" to "retailer thereof, £10, 10s. 0d."; from "Every retailer of spirits (except" to "£13, 13s. 0d."; and from "Wine" to "£10, 0s. 0d."; section sixteen, down to "as last aforesaid (except as aforesaid) shall expire and"; section twenty-six, from "Every distiller" to "five hundred pounds"; from "Every person not being a brewer of beer" to "and sell coffee, tea, cocoa nuts, chocolate, or pepper"; the words "Every dealer in foreign wine so offending respectively," and the word "respectively" where it next occurs; and from "Every person who shall sell" to "metheglin."
9 Geo. IV. c. 47.	The Passage Vessel Licences Act, 1828.	The whole Act.
11 Geo. IV. and 1 Will. IV. c. 64.	The Beerhouse Act, 1830.	Section two, from "and any and every" where those words first occur to "notwithstanding and that," and sections seven, eight, and thirty.
4 & 5 Will. IV. c. 75.	The Excise Act, 1834.	Section ten.
4 & 5 Will. IV. c. 85.	The Beerhouse Act, 1834.	Sections thirteen, seventeen, nineteen, and twenty.
3 & 4 Vict. c. 17.	The Excise Act, 1840.	Section one, so far as relates to duties on licences for the manufacture or sale of intoxicating liquor.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
8 & 9 Vict. c. 64.	The Spirits (Ireland) Act, 1845.	In section one, the words "spirits in any greater quantity at one time than two quarts or," and the words "and at the same rates of duty respectively."
11 & 12 Vict. c. 121.	The Liqueur Act, 1848.	Sections nine to eleven.
13 & 14 Vict. c. 67.	The Brewers' Licensing Act, 1850.	The whole Act.
16 & 17 Vict. c. 51.	The Succession Duty Act, 1853.	Section twenty-three, except as respects persons dying before the passing of this Act.
23 & 24 Vict. c. 27.	The Refreshment Houses Act, 1860.	Section one, from "and for every licence to be granted" to the end of the section; sections three, four, and seven; the words "under this Act" in section eight; section nineteen; in section twenty-one, the words "whether licensed under this Act or not"; the words "under this Act" wherever they occur in sections twenty-two, twenty-three, and twenty-five; and in section forty-four, the words "under the provisions of this Act."
23 & 24 Vict. c. 107.	The Refreshment Houses (Ireland) Act, 1860.	Section one, from "and for every licence to be granted" to the end of the section; sections three, four, and seven; the words "under this Act" in section eight; in section ten, the words "No. 2, or No. 3"; sections twenty-one and twenty-two; in section twenty-three, the words "whether licensed under this Act or not"; the words "under this Act" wherever they occur in sections twenty-four, twenty-five, and twenty-seven to thirty-one; in section forty-six, the words "under the provisions of this Act," and No. 2 and No. 3 in the Schedule.
23 & 24 Vict. c. 113.	The Excise Act, 1860.	Sections one, seven, and thirty-seven.
24 & 25 Vict. c. 21.	The Revenue (No. 1) Act, 1861.	Sections two and three, and Schedule A.
24 & 25 Vict. c. 91.	The Revenue (No. 2) Act, 1861.	In section nine, the words "under either of the said Acts"; section ten; in section eleven, the words "under the Refreshment Houses Act, 1860"; section twelve; section fourteen.
26 & 27 Vict. c. 33.	The Revenue Act, 1863.	Sections one and two; section three, from "that is to say" to "at one time;" and sections eighteen and nineteen.
27 & 28 Vict. c. 18.	The Revenue (No. 1) Act, 1864.	Schedule B., so far as it relates to occasional licences to retail wine or beer.
27 & 28 Vict. c. 35.	The Beerhouses (Ireland) Act, 1864.	Section fifteen.
35 & 36 Vict. c. 94.	The Licensing Act, 1872.	Section forty-eight from "The Commissioners" to the end of the section.
38 & 39 Vict. c. 23.	The Customs and Inland Revenue Act, 1875.	Sections nine and twelve.
39 & 40 Vict. c. 16.	The Customs and Inland Revenue Act, 1876.	The first two paragraphs, so far as unrepealed, of section four.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
43 & 44 Vict. c. 20.	The Inland Revenue Act, 1880.	Subsections (1) and (2) of section ten, and subsection (3) of that section from "under this Act" to "pounds and"; and sections forty to forty-two; section forty-three, except subsection (7); and sections forty-four and forty-five.
44 & 45 Vict. c. 12.	The Customs and Inland Revenue Act, 1881.	Subsection (1) of section fourteen.
48 & 49 Vict. c. 51.	The Customs and Inland Revenue Act, 1885.	Subsection (2) of section four, and section five.
49 & 50 Vict. c. 18.	The Customs and Inland Revenue Act, 1886.	In section three, the words "no licence shall be required, and."
52 & 53 Vict. c. 42.	The Revenue Act, 1889.	Section twenty-four, so far as relates to licences for the sale of intoxicating liquor, and section twenty-eight.
4 Edw. VII. c. 23.	The Licensing Act, 1904.	Subsection(4) of section four.
6 Edw. VII. c. 20.	The Revenue Act, 1906.	Subsection (1) of section seven.

442. ——. A person holding a wholesale licence under 6 Geo. IV. c. 81 commits no offence if he receives payment for a quantity of bottled beer, exceeding four and a half gallons, sets the bottles on one side, and delivers them to the purchaser in small lots when he calls for them (*Hales* v. *Buckley*, 1911, 104 L. T. 34).

444. ——. A person duly authorised under sec. 23 of the Licensing Act, 1902, to sell beer at a canteen, may sell to a civilian (*Dickeson* v. *Mayes*, [1910] 1 K. B. 452 ; 79 L. J. K. B. 253).

448. ——. Regulations, dated March 8, 1912 (St. R. & O. 1912, No. 1715) have been made under sec. 10 of the Finance Act, 1911, prohibiting and restricting the mixture for sale of British wine with foreign wine or spirits, and the sale of exposure for sale of such mixture.

450. ——. In order to come within the exemption in the Schedule to the Medicine Stamp Act, 1812, 52 Geo. III. c. 150, an apprentice must have served under a written contract (*Kirkby* v. *Taylor*, [1910] 1 K. B. 529 ; 79 L. J. K. B. 267).

458. ——. Section 81 (3) of the Finance (1909–10) Act, 1910, imposes a further duty of 3s. 9d. per proof gallon on spirits distilled in the United Kingdom. As to licences for the manufacture of spirits, see *supra*, LIQUOR LICENCES.

461. ——. Regulations, dated March 8, 1912 (St. R. & O. 1912, No. 1715) have been made under sec. 10 of the Finance Act, 1911, prohibiting and restricting the mixture for sale of British wine with foreign wine or spirits, and the sale or exposure for sale of such mixture.

466. ——. MOTOR SPIRIT.—The Finance (1909–10) Act, 1910, imposes a duty of 3d. per gallon on motor spirit, and requires manufacturers and dealers to take out annual licences charged with duties of £1 and 5s. respectively. Motor spirit may, however, be sold in quantities not exceeding one pint at a time without a licence (s. 84 (2)). The manufacturer's licence includes the licence for stills used solely in the manufacture or refinement of motor spirit (s. 84 (3)). For the regulations as to licences for the manufacture and sale of motor spirit, and as to the manufacture, storing, warehousing and dealing, see sec. 84 (6) and St. R. & O. 1910, No. 820.

"Motor spirit" means any inflammable hydrocarbon (including any mixture of hydrocarbons, and any liquid containing hydrocarbon) which is capable of being used for providing reasonably efficient motive power for a motor car. Manufacturer includes a refiner and a person who otherwise prepares motor spirit (s. 84 (7)).

Persons using motor spirit for any purpose other than motor cars are entitled to the repayment of the whole duty. So are local authorities using motor spirit for the purpose of driving motor fire-engines, or motor cars kept by them while used for fire brigade purposes (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 12). Persons using motor spirit for the purpose of supplying motive power—

(1) To a motor car which is constructed or adapted for use, and is used, solely for the conveyance of any goods or burden in the course of trade or husbandry, and whereon the Christian name and surname and place of abode or place of business of the person, or the name or style and principal or only place of business of the company or firm keeping the same, shall be legibly and visibly painted in letters of not less than one inch in length;

(2) To a motor cab, motor omnibus, or other vehicle being a hackney carriage within the meaning of sec. 4 of the Customs and Inland Revenue Act, 1888, 51 & 52 Vict. c. 8, while it is standing or plying for hire;

(3) To a motor car which is constructed or adapted for use or is used partly for the conveyance of any goods or burden in the course of trade or husbandry, and partly as a motor cab, motor omnibus, or other vehicle being a hackney carriage within the meaning of sec. 4 of the Customs and Inland Revenue Act, 1888, standing or plying for hire;

(4) To a motor car kept by a duly qualified medical practitioner while it is being used by him for the purposes of his profession,

are entitled to the return of half the duty.

467. ——. As to licences for the manufacture of sweets, see *supra.*

467. ——. The Commissioners may make regulations prohibiting or restricting the mixture for sale of any British wines with any foreign wine or with any description of spirits, or the sale or exposure for sale of any such mixture, and requiring every manufacturer for sale of British wines to enter in the book obtained by him from the officer of Customs and Excise such particulars as may be prescribed in reference to all British wines made and sent out by him. The penalty for acting in contravention of the regulations is an Excise penalty of £50, and the forfeiture of the goods (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 10).

Regulations, dated March 8, 1912 (St. R. & O. 1912, No. 1715) have been made under sec. 10 of the Finance Act, 1911, prohibiting and restricting the mixture for sale of British wine with foreign wine or spirits, and the sale or exposure for sale of such mixture.

467. ——. Tobacco may now be grown in any part of the United Kingdom (Irish Tobacco Act, 1907, 7 Edw. VII. c. 3; Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, s. 83 (5)).

The latter Act fixes the following Excise duties on tobacco so grown:—

		£	s.	d.
Upon tobacco unmanufactured, viz.:—				
Tobacco containing 10 lbs. or more of moisture in every 100 lbs. weight thereof	the lb.	£0	3	6
Tobacco containing less than 10 lbs. of moisture in every 100 lbs. weight thereof	the lb.	0	3	11
Upon tobacco manufactured, viz.:—				
Cavendish or Negrohead manufactured in bond .	the lb.	0	4	8

The duty in England, Scotland, and Ireland on the licence to be taken out annually by a person growing, cultivating, or curing tobacco is 5s. (Finance Act, 1908, 8 Edw. VII. c. 16, s. 3; Finance (1909–10) Act, 1910, s. 83 (2)).

As to the powers of the Commissioners of Inland Revenue, see Finance Act, 1908, secs. 3 (2) and (3), and Finance (1909–10) Act, 1910, s. 83 (4). See also the regulations of 1911 (St. R. & O. 1911, No. 49).

The Commissioners of Customs and Excise have power to authorise responsible persons who are duly licensed to grow tobacco in the United Kingdom, to grow tobacco for the sole purpose of obtaining an extract therefrom to be used, without payment of duty, in the manufacture of insecticides or sheepwash or for other purely agricultural or horticultural purposes. The authority is to be granted subject to such security and the observance of such regulations and conditions as the Commissioners may prescribe. If any person so authorised contravenes or fails to comply with any such regulation or condition, the article in respect of which the offence is committed is to be forfeited and the person is liable to an Excise penalty of £50 for each offence (Finance Act, 1912, 2 & 3 Geo. V. c. 8, s. 4).

477. Execution.—As to execution where an order has been made under sec. 5 of the Debtors Act, 1869, for payment by instalments, see DEBTORS ACT, 1869, herein.

481. ——. Under sec. 12 of the Judgments Extension Act, 1838, the seizure of money, etc., by the sheriff must be in the lifetime of the execution debtor (*Johnson* v. *Pickering*, [1908] 1 K. B. 1; 77 L. J. K. B. 13).

484. ——. In calculating the £20 under sec. 11 (2) of the Bankruptcy Act, 1890, only the amount of the judgment debt and poundage are to be reckoned, and not possession money, appraisement, and sale fees, unless these have been actually incurred (*Willey* v. *Hucks*, [1909] 1 K. B. 760; 78 L. J. K. B. 513).

491. ——. Land over which a married woman and her husband have a joint general power of appointment by deed cannot be taken in execution under a writ of *elegit* to satisfy an order for costs against both, if execution against the married woman is limited to her separate estate (*Goatley* v. *Jones*, [1909] 1 Ch. 557; 78 L. J. Ch. 420).

495. ——. As to what amounts to wilful disobedience to a judgment within Order XLII. r. 31, see *Stancomb* v. *Trowbridge Urban Council*, [1910] 2 Ch. 190; 79 L. J. Ch. 519.

498. ——. As to the liability of sequestrators for costs, in a case where they claim property to which they have no right, although acting under the direction of the Court, see *Wiebalack* v. *Told*, 1913, 29 T. L. R. 741.

507. ——. A garnishee order *nisi* on a bank must correctly describe the judgment debtor and his account at the bank. If it does not do so the bank is not bound to retain money (*Koch* v. *Mineral Ore Syndicate*, 1910, 54 S. J. 600).

509. ——. A gratuity awarded by the Lords Commissioners of the Treasury under sec. 6 of the Superannuation Act, 1859, 22 Vict. c. 26, was held not to be attachable (*Timothy* v. *Day*, [1908] 2 Ir. R. 26).

509. ——. A retiring annuity or pension granted under the East India Funds Act, 1874, 37 & 38 Vict. c. 12, is assignable and is liable to be sequestrated in the High Court of Justice in England (*Knill* v. *Dumergue*, [1911] 2 Ch. 199; 80 L. J. Ch. 708).

509. ——. Money in a banker's hands, the proceeds of an Army pension, loses its character as pension and is attachable. The proceeds of a pension, with which a banker has credited the pensioner, but which are not actually in the banker's hands, cannot be attached (*Jones* v. *Coventry*, [1909] 2 K. B. 1029; 79 L. J. K. B. 41).

510. ——. After *Geisse* v. *Taylor*, add a reference to *Cairney* v. *Back*, [1906] 2 K. B. 746; 75 L. J. K. B. 1014.

510. ——. A debenture holder whose security is a floating charge over the assets of a company cannot claim priority over a judgment creditor who has attached money in the hands of the company's bankers until he does some act, *e.g.* the appointment of a receiver or the enforcement of his security, to make his security a fixed one. Demand of payment from the company and notice to the bankers are not sufficient (*Evans* v. *Rival Granite Quarries, Ltd.*, [1910] 2 K. B. 979; 79 L. J. K. B. 970).

510. ——. Where a judgment was obtained in Scotland and extended to England under the Judgments Extension Act, 1868, and a garnishee order *nisi* was served on the English debtor, the judgment creditor was held to have a prior right to the trustee in bankruptcy proceedings in Scotland who had been appointed after the service of the garnishee order *nisi* (*Galbraith* v. *Grimshaw*, [1910] A. C. 508).

511. ——. Under Order XXVI. r. 1 of the County Court Rules, 1903–1904, a judgment creditor cannot commence garnishee proceedings until the time specified by the judgment in which payment is to be made has expired and there has been default by the judgment debtor (*White* v. *Stennings*, [1911] 2 K. B. 418; 80 L. J. K. B. 1124).

511. ——. The appeal from the decision of a Master on the trial of an issue under Order 45, r. 4, lies to a Divisional Court and not to a judge in chambers (*Blair* v. *Clark*, [1908] 2 K. B. 548; 77 L. J. K. B. 647).

517. ——. As to a charging order on equitable reversionary personality, see *Ideal Bedding Co.* v. *Holland*, [1907] 2 Ch. 157; 76 L. J. Ch. 411; cited *sub tit.* FRAUDULENT CONVEYANCE herein.

531. ——. Line 14, *for* "[1893] 2 Ch.," *read* "[1895] 2 Ch."

533. ——. In the Irish case of *Century Insurance Co.* v. *Larkin,* [1910] 1 Ir. R. 91, it was held that the presence of the person sought to be attached in Court when an order for attachment was made would not excuse service of the order.

534. ——. In the case of committal, as opposed to attachment, it is not necessary to serve a copy of the evidence with the notice of motion (*Taylor* v. *Plinston,* [1911] 2 Ch. 605; 81 L. J. Ch. 34).

537. ——. Order 52, r. 4, does not apply to a motion to commit, and therefore a copy of the affidavit on which the motion is founded need not be served with the notice of motion (*Taylor* v. *Plinston,* [1911] 2 Ch. 605; 81 L. J. Ch. 34).

547. ——. As to the Court to which an application for a stay of execution pending an appeal to the House of Lords should be made, see *Manks* v. *Whiteley,* [1913] 1 Ch. 581; 82 L. J. Ch. 267; cited *sub. tit.* APPEALS herein.

547. ——. After *Att.-Gen.* v. *Emerson,* 1889, 24 Q. B. D. 56; 59 L. J. Q. B. 192, add a reference to *Becker* v. *Earls Court Ltd.*, 1912, 56 S. J. 206.

554. Executors and Administrators.—Line 5, *for* "[1905] P.," *read* "[1904] P."

555. ——. In *in the Goods of Toscani,* [1912] P. 1; 81 L. J. P. 15, letters of administration with the will annexed were granted to a person who had already renounced probate as sole executor. In this case it was held that rule 50 of the rules and orders of 1862 (non-contentious business) which states that no person who renounces probate of a will or letters of administration in one character is to be allowed to take a representation of the same deceased in another character, was discretionary.

556. ——. All letters of administration now contain an undertaking by the grantee to bring them into the Registry if called upon to do so. This provision has been adopted in order to guard against loss or destruction. The grant of administration is always personal, and even where taken in an official capacity does not pass to the successor in office of the grantee (*In the Goods of Heathcote,* [1913] P. 42; 82 L. J. P. 400).

556. ——. The Court has power under sec. 73 of the Court of Probate Act, 1857, to pass over the legal personal representative of a deceased husband who has been convicted of the murder of his wife and to grant administration of her estate to her next of kin (*In the Goods of Crippen,* [1911] P. 108; 80 L. J. P. 47).

557. ——. Letters of administration will not be granted to a divorced spouse, whether petitioner or respondent (*In the Goods of Wallas,* [1905] P. 326; 75 L. J. P. 8).

558. ——. ADMINISTRATOR CUM TESTAMENTO ANNEXO.—See PROBATE herein.

558. ——. An administrator *ad colligenda bona* who has entered upon leasehold premises which he has power to sell, is personally liable for the rent and mesne profits (*Whitehead* v. *Palmer,* [1908] 1 K. B. 151; 77 L. J. K. B. 60).

559. ——. A grant *de bonis non* will be made where the original administrator cannot be found (*In the Goods of Saker*, [1909] P. 233; 78 L. J. P. 85), and where the original administrator could not be found and further assets were discovered, the Court revoked the previous grant and made a fresh grant to a creditor (*In the Goods of French*, [1910] P. 169; 79 L. J. P. 56).

559. ——. Where the plaintiffs in a probate suit had been appointed receivers in an administration action in the Chancery Division, the Court appointed them also as administrators *pendente lite* in the probate proceedings on the application of the creditors who were not parties to the probate suit, and approved of the sureties accepted in the Chancery action (*In the Goods of Cleaver*, [1905] P. 319; 74 L. J. P. 164).

560. ——. H. died without issue, but leaving a widow in 1899. No will could be found, and letters of administration were granted to the widow. The widow sold part of the estate to the defendant, and part of the purchase money was invested as dower for the widow, the remainder being divided among the co-heiresses. The widow died in 1911, and her executor discovered H.'s will by which he appointed the plaintiffs his executors, and left the property which the defendant had bought to the widow for life, and after her death to one of the plaintiffs as an heirloom. The letters of administration granted to the widow were revoked, and it was held that the plaintiffs were entitled to recover possession of the property sold, they undertaking to hand over the dower fund in exchange for the title deeds (*Hewson* v. *Shelley*, [1913] 2 Ch. 384; 82 L. J. Ch. 551. Reversed in Court of Appeal).

560. ——. A registrar of the Probate Division has power to order the assignment of an administration bond under sec. 83 of the Court of Probate Act, 1857. The trustees must hold the moneys recovered as trustees for the persons interested in the estate, but may sue in their own names (*Cope* v. *Bennett*, [1911] 2 Ch. 488; 81 L. J. Ch. 182).

563. ——. The Agricultural Holdings Act, 1883, is repealed by the Agricultural Holdings Act, 1908; see sub. tit. TENANT RIGHT, vol. XIV. p. 27.

566. ——. As soon as an executor has assented to a disposition of a chattel, the property in the chattel passes to the beneficiary, and the executor has no power to pledge it. The assent of the executor need not be formal and may be inferred from his conduct (*Atterborough* v. *Solomon*, [1913] A. C. 83; 82 L. J. Ch. 178).

569. ——. The personal representative of a surviving trustee cannot, unless he is in the position of trustee, be ordered to exercise his right of retainer in favour of the *cestuis que trust* in respect of a debt due from the deceased trustee to the trust estate (*In re Benett; Ward* v. *Benett*, [1906] 1 Ch. 216; 75 L. J. Ch. 122).

569. ——. An executor is not bound to appropriate specific chattels to satisfy a debt due to him from the testator, but may retain the whole of the chattels. When the chattels are realised, the balance, if any, is to be distributed between the creditors (*In re Broad; Ex parte Official Receiver*, 1911, 105 L. T. 719). An executor may exercise his right of retainer after an administration order has been made under sec. 125 of the Bankruptcy Act, 1883, in respect of chattels which were in his possession before the making of the order and as regards which he has not signified his election, notwithstanding subsection 9 of that section (*ibid.*).

569. ——. Where an executor is surety for his testator he cannot exercise his right of retainer until he has paid the testator's debt as surety. Until he has done so there is no debt in respect of which he can exercise the right of retainer (*In re Beavan; Davies* v. *Beavan*, [1913] 2 Ch. 595).

569. ——. It has been held in the Irish case of *Olpherts* v. *Coryton*, [1913] I. R. 211, that as the result of Hinde Palmer's Act, an executor may retain a simple contract debt owing to him as against both speciality and simple contract debts.

570. ——. Line 9 from foot, *for* "449," *read* "499."

570. ——. An executor who is an undischarged bankrupt has no right of retainer, the trustee in bankruptcy being the proper person to sue for the debt (*Wilson* v. *Wilson*, [1911] 1 K. B. 327; 80 L. J. K. B. 296).

571. ——. As to sales, etc., by executors, see further *sub tit.* VENDOR AND PURCHASER herein.

571. ——. After *Corser* v. *Cartwright*, L. R. 7 H. L. 731, add a reference to *In re Henson; Chester* v. *Henson*, [1908] 2 Ch. 356; 77 L. J. Ch. 598.

571. ——. After *Strong* v. *Bird*, 1874, L. R. 18 Eq. 315, add a reference to *In re Pink; Pink* v. *Pink*, [1912] 2 Ch. 528.

571. ——. In *In re Smith; Smith* v. *Smith*, [1913] 2 Ch. 216; 83 L. J. Ch. 13, a testator gave certain legacies free of duty, and, subject to the payment of the legacies and duties and his funeral and testamentary expenses and debts, gave all his real estate in the Argentine Republic, together with certain personal property connected therewith, to trustees on trust to sell and pay the proceeds to certain nephews in equal shares. The residue of his real and personal estate he gave to the plaintiff. On the question arising whether the testator had charged his specifically given real and personal estate with the payment of legacies, duties, expenses, and debts in exoneration of his residuary estate, it was held that as a matter of construction the charge was confined to the Argentine property; that the rule that something must be found in the will to show that the testator intended not only to charge the realty, but to discharge the personality, applies to realty situate outside the jurisdiction; that, there being no trust for conversion for the purpose of satisfying the charge upon the specifically given property, it was not a mixed fund; that the specifically given personality was charged in exoneration on the residuary estate; and that the legacies, duties, expenses, and debts were payable out of the several funds in the following order: (1) the specifically given personality; (2) the residuary estate; (3) the specifically given realty.

571. ——. The rule as to the release of a debt due from a person who is made executor applies to incomplete gifts of personality which are completed by the appointment of the donee as executor. It is immaterial whether there are more than one executor (*In re Stewart; Stewart* v. *M'Laughlin*, [1908] 2 Ch. 251; 77 L. J. Ch. 525). The rule, however, does not extend to mere promises to pay indefinite sums (*In re Innes; Innes* v. *Innes*, [1910] 1 Ch. 188; 79 L. J. Ch. 174).

573. ——. Where a part of an estate has been set aside to secure annuities or legacies the rest of the estate is not released from liability (*In re Evans and Bettell's Contract*, [1910] 2 Ch. 438; 79 L. J. Ch. 669).

574. ——. After *Russell* v. *Clowes*, 2 Coll. 648, add a reference to *Att.-Gen.* v. *Jefferys*, [1908] A. C. 411; 77 L. J. Ch. 685.

577. ——. Executors who are carrying on the business of the testator under the firm name in pursuance of powers given by the will cannot be adjudicated bankrupts as partners (*In re Fisher*, [1912] 2 K. B. 491; 81 L. J. K. B. 1246).

579. ——. In the case of a *devastavit*, the Statute of Limitations runs from the date of the *devastavit* (*Lacons* v. *Warmoll*, [1907] 2 K. B. 350; 76 L. J. K. B. 914). See, however, *In re Blow; St. Bartholomew's Hospital* v. *Cambden*, [1913] 1 Ch. 358; 82 L. J. Ch. 207, in which case it was held that the principle of *In re Hyatt*, 1888, 38 Ch. D. 609, that an executor cannot rely on his own devastavit so as to obtain the benefit of the Statute of Limitations has not been altered by sec. 8 of the Trustee Act, 1888 (this case was reversed in the Court of Appeal, 58 S. J. 136; 30 T. L. R. 117).

583. ——. On making an order directing the distribution of the estate between the residuary legatees, the Court will not order the retention of assets to meet contingent future claims (*In re Nixon; Gray* v. *Bell*, [1904] 1 Ch. 638; 73 L. J. Ch. 446; *In re King; Mellor* v. *South Australian Land, etc., Co.*, [1907] 1 Ch. 72; 77 L. J. Ch. 44).

585. ——. A provision in a will that if any beneficiary start any action or proceeding for the administration of the estate, the costs of all parties are to be paid out of that party's share, does not apply to an action founded on the wilful default of the trustees. In such a case the trustees may be ordered to pay all the costs (*In re Williams; Williams* v. *Williams*, [1912] 1 Ch. 399).

586. ——. A testator appointed as one of his executors a well-known art expert, who was also a keeper of mediæval antiquities at the British Museum, and gave any executor or trustee of his who was engaged in any profession or business power to charge all usual professional or other charges for any business done by him, whether in the ordinary course of his business or not. The executor in question gave much valuable aid and assistance in pricing and disposing of a large and valuable collection left by the testator. It was held that he was entitled to a commission of 10s. per cent. on the sale prices of the collection (*In re Wertheimer; Groves* v. *Read*, 1912, 106 L. T. 590).

588. ——. Notwithstanding sec. 2 (3) of the Land Transfer Act, 1897, a devise of real estate on trust for payment of debts renders the debts "charged upon and payable out of land" within sec. 8 of the Real Property Limitation Act, 1874 (*In re Balls' Estate; Trewby* v. *Balls*, [1909] 1 Ch. 791; 78 L. J. Ch. 341).

594. Executory Interests.—*In re Wrightson*, [1904] 2 Ch. 95, was explained and distinguished in *White* v. *Summers*, [1908] 2 Ch. 256; 77 L. J. Ch. 506.

599. ——. A testatrix directed her trustees to pay the income of her residuary estate to her daughter until marriage, and after that event to pay her out of the residuary estate a legacy of £3000 and to divide the balance between the testatrix's surviving sons. The daughter having died unmarried, it was held that she did not take an absolute interest in the residue, and that the gift over took effect on her death (*In re Mason; Mason* v. *Mason*, [1910] 1 Ch. 695; 79 L. J. Ch. 605).

614. Explosives.—Tri-nitro-toluol is exempted from the provisions of the Explosives Act, 1875, subject to certain provisions as to packing while in transit (St. R. & O. 1910, No. 668).

615. ——. Add a reference to Order in Council No. 149 of 1906 (St. R. & O. 1906, p. 171), which modifies the provisions of the Orders as to picric acid of 1887 and 1905.

616. ——. The Orders in Council of 1875 relating to the storage of explosives are amended by Order of February 11, 1907 (St. R. & O. 1907, p. 132), and June 28, 1909 (St. R. & O. 1909, No. 753).

616. ——. Add a reference to the Order in Council No. 380 of 1906 (St. R. & O. 1906, p. 172), which varies No. 16 of 1896.

617. ——. The regulations as to storing carbide of calcium are contained in Order in Council of August 8, 1911 (St. R. & O. 1911, No. 794).

616. ——. Acetylene, when contained in a homogeneous porous substance, with or without acetone, is not an explosive substance within the Explosives Act, 1875, provided the conditions laid down by the Order are complied with (Order of Secretary of State, No. 8, dated August 6, 1912 (St. R. & O., 1912, No. 1200)).

618. ——. By Order in Council, No. 483 of 1907 (St. R. & O. 1907, p. 865) the Petroleum Acts, with certain exceptions, are applied to mixtures of petroleum, whether liquid, viscous, or solid, which have a flash-point of less than 73° Fahr.

618. ——. The Order of Secretary of State, No. 4 of 1875, is varied by Order of Secretary of State, No. 413, of March 4, 1912 (St. R. & O. 1912, No. 227).

629. Extent.—The affidavit on which a writ of extent is granted must set out the grounds on which the allegation of the debtor's insolvency is founded (*R.* v. *Pridgeon*, [1910] 2 K. B. 543; 79 L. J. K. B. 805).

632. Exterritoriality.—Native Indian Princes within sec. 18 (5) of the Interpretation Act, 1889, are immune from the jurisdiction of the English Courts (*Statham* v. *Statham*, [1912] P. 92; 81 L. J. P. 33). In this case such a prince was struck out of divorce proceedings in which he had been sued as co-respondent.

645. Extradition.—To the list of extradition treaties with foreign States add :—

Foreign State.	Date of Treaty.	Date of Order in Council applying Acts to Treaty.
Belgium	March 5, 1907	July 6, 1907 (St. R. & O. 1907, p. 266).
	March 3, 1911	August 8, 1911 (St. R. & O. 1911, No. 793).
France	October 17, 1908	December 2, 1909 (St. R. & O. 1909, No. 1458).
Greece	September 11, 1906	February 13, 1912 (St. R. & O. 1912, No. 193).
*Norway	February 18, 1907	July 6, 1907 (St. R. & O. 1907, p. 271).
Panama	August 25, 1906	August 12, 1907 (*ibid.* p. 273).
Paraguay	September 12, 1908	July 5, 1911 (St. R. & O. 1911, No. 662).
Peru	January 26, 1904	May 7, 1907 (*ibid.* p. 281).
Siam	March 4, 1911	November 10, 1911 (St. R. & O. 1911, No. 1151).
*Sweden	July 2, 1907	August 12, 1907 (*ibid.* p. 290).
Tunis	July 29, 1909	December 2, 1909 (St. R. & O. 1909, No. 1458).
United States	April 1905	February 1907 (St. R. & O. 1907, p. 293).

645. ——. For a case under Articles IV. and V. of the Extradition Treaty with Germany, in which the prisoner had been liberated before the conclusion of his sentence owing to ill-health, and was then ordered to finish his punishment, see *R.* v. *Governor of Brixton Prison ; In re Calberla,* [1907] 2 K. B. 861 ; 76 L. J. K. B. 1117.

648. ——. In the case of France an English magistrate may issue his warrant on the requisition of the French diplomatic authorities, without a requisition from the English diplomatic authorities, under the treaties of 1876, and 1909 (*R.* v. *Brixton Prison* (*Governor*) *; Ex parte Wells,* [1912] 2 K. B. 578 ; 81 L. J. K. B. 912).

648. ——. A banker who holds a document on terms that it is only to be delivered up on the consent of the parties depositing it, must produce it if required to do so by a magistrate acting under an order of a Secretary of State made in pursuance of sec. 5 of the Act of 1873 (*R.* v. *Daye,* [1908] 2 K. B. 333 ; 77 L. J. K. B. 659).

651. ——. In *R.* v. *Governor of Brixton Prison ; Ex parte Thompson,* [1911] 2 K. B. 82 ; 80 L. J. K. B. 986, a person was arrested on a provisional warrant issued on the requisition of the Home Secretary. No depositions made before a French Magistrate, as required by Article VII. of the Treaty with France, accompanied the requisition. The Divisional Court held that the proceedings were not thereby invalidated, as the absence of the depositions was a point of procedure and not of jurisdiction.

652. ——. As to the re-arrest of a person who has been discharged owing to an irregularity in the proceedings, see *R.* v. *Governor of Brixton Prison ; Ex parte Stallmann,* [1912] 3 K. B. 424 ; 82 L. J. K. B. 8, *sub tit.* HABEAS CORPUS herein. Where a treaty of extradition provides that no person who has been "tried and discharged" shall be extradited, an accused who has been discharged at a preliminary investigation owing to an irregularity in the proceedings is still liable to be extradited (*ibid.*).

---

* Continuing treaty of June 26, 1873, with Sweden and Norway.

654. ——. In *R.* v. *Brixton Prison* (*Governor*)*; Ex parte Mehamed Ben Romdan*, [1912] 3 K. B. 190; 81 L. J. K. B. 1128, a case decided under Article X. of the treaty with France, it was held that the period of two months within which a prisoner must be surrendered and conveyed away runs from the date of his committal to prison for the purpose of being surrendered and not from the date of arrest.

657. ——. In the case of Canada the Imperial Acts are suspended during the continuance of the Canada Extradition Act, 1906, by Order in Council of July 6, 1907 (St. R. & O. 1907, p. 295).

660. Extra-Territorial Crime.—Column 3, *for* "*Earl Russell's Case*, [1900] A. C.," *read* "*Earl Russell's Case*, [1901] A. C."

670. Fact or Law, Question of.—As to whether a breach of contract amounts to a repudiation, see CONTRACT, *ante* p. 93.

675. Factories and Workshops.—In sec. 149 the words "manufacturing process" includes the processes carried on in any of the places mentioned in Schedule VI. Part. II. even if such processes are not strictly "manufacturing" processes (*Johnston* v. *Lalonde*, [1912] 3 K. B. 218; 81 L. J. K. B. 1229).

676. ——. As to the division of the parts of a factory into separate factories under sec. 151, see Order dated December 26, 1907 (St. R. & O. 1907, p. 138).

678. ——. As to lime washing, see St. R. & O. 1911, No. 616, and 1912, No. 404.

679. ——. In section 10 of the Factory & Workshop Act, 1901, the words "directly connected with, etc.," do not apply to the words "every hoist or teagle," and therefore every hoist or teagle must be fenced whether directly connected with mechanical power or not (*Jackson* v. *Mulliner Motor Body Co.*, [1911] 1 K. B. 546; 80 L. J. K. B. 173).

679. ——. Removing fluff from the rollers of a spinning machine is "cleaning" the machine within sec. 13 of the Act of 1901, although the fluff has a saleable value (*Taylor* v. *Dawson*, [1911] 1 K. B. 145; 80 L. J. K. B. 102).

680. ——. See the regulations made under the Notice of Accidents Act, 1906 (St. R. & O., No. 933 of 1906).

682. ——. Section 57 of the Factory and Workshop Act, 1901, 1 Edw. VII. c. 22, relating to the employment of women in flax scutch mills is repealed by the Employment of Women Act, 1907, 7 Edw. VII. c. 10, sec. 1.

683. ——. To the list of Orders under sec. 36 of the Act of 1901, add No. 565 of 1906 (St. R. & O. 1906, p. 176), and No. 1009 of 1907 (St. R. & O. 1907, p. 134).

The exceptions under sec. 40 have been further extended by Order No. 807 of 1908 (St. R. & O., 1908, p. 329).

The Order of June 17, 1902, made under sec. 41, is repealed by an Order of September 11, 1907 (St. R. & O. 1907, p. 135).

See Order dated December 26, 1907 (St. R. & O. 1907, p. 137), made under sec. 43; Order dated October 13, 1908 (St. R. & O. 1908, p. 330), made under sec. 45; Order dated December 13, 1909 (St. R. & O. 1909, No. 1457).

683. ——. As to night work, see St. R. & O., 1913, Nos. 564, 565, 639.

683. ——. An Order of October 13, 1908 (St. R. & O. 1908, p. 332), grants a special exception as to employment inside and outside on the same day.

684. ——. The exception under sec. 49 has been further extended by Order of October 13, 1908 (St. R. & O. 1908, p. 330).

684. ——. The Order of December 20, 1882, is partly revoked by Order of October 20, 1909 (St. R. & O. 1909, No. 1180).

684. ——. A male young person may be employed during night in the process of making artificial silk fibre carried on in non-textile factories under sec. 54 (4) of the Act of 1901 (St. R. & O. 1911, No. 360).

684. ——. See Order of September 11, 1907 (St. R. & O. 1907, p. 135), made under sec. 58.

685. ——. By Order No. 680 of 1906 (St. R. & O., p. 177), made under sec. 66 of the Act of 1901, young persons under sixteen may not be employed in the following processes without a certificate of fitness:— File-cutting; carriage building; rope and twine making; brick and tile making; making of iron and steel cables, chains, anchors, grapnels, and cast gear; making of nails, screws, and rivets; baking bread, biscuits, or confectionery; fruit preserving; making, altering, ornamenting, finishing, or repairing of wearing apparel by the aid of treadle sewing-machines.

686. ——. To the list of Orders making regulations for dangerous trades add No. 177 of 1906 (St. R. & O. 1906, p. 178), spinning and weaving of flax and tow; No. 679 of 1906 (*ibid.* p. 181), use of locomotives and waggons on lines and sidings in or used in connection with factories; No. 17 of 1907 (St. R. & O. 1907, p. 139), manufacture of paints and colours; No. 616 of 1907 (*ibid.* p. 142), heading of yarn dyed by means of lead compound; No. 660 of 1907 (*ibid.* p. 145), spinning and weaving of hemp or jute, or hemp or jute tow; No. 974 of 1907 (*ibid.* p. 148), manufacture of nitro- and amido-derivatives of benzene and of explosives with use of dinitrobenzol or dinitrotoluol; No. 984 of 1907 (*ibid.* p. 152), processes involving use of horse hair from China, Siberia, and Russia; No. 484 of 1908 (St. R. & O. 1908, p. 333), casting of brass; No. 1258 of 1908 (*ibid.* p. 336), vitreous enamelling of metal or glass; No. 1287 of 1908 (*ibid.* p. 339), use of East Indian wool; No. 1312 of 1908 (*ibid.* p. 340), generation, transformation, distribution, and use of electrical energy; No. 1310 of 1908 (*ibid.* p. 349), manufacture of nitro- and amido-derivatives of benzene and of explosives with the use of dinitrobenzol or dinitrotoluol; No. 720 of 1909, tinning of metal hollow-ware, iron drums and harness furniture; No. 1155 of 1909, grinding of metals; No. 752 of 1911, smelting of materials containing lead, manufacture of red or orange lead; manufacture of flaked litharge; No. 361 of 1912, bronzing with dry metallic powders in letterpress printing, lithographic printing and coating of metal sheets; No. 2 of 1913, manufacture and decoration of pottery; No. 844 of 1913, manufacture of chromate and bichromate of potassium and sodium.

686. ——. See MATCHES herein.

688. ——. The Factory and Workshop (Cotton Cloth Factories) Act, 1911, 1 & 2 Geo. v. c. 21, empowers the Secretary of State to make regulations necessary for the protection of health in cotton cloth factories. The Regulations will be found in St. R. & O. 1911, No. 1259.

689. ——. Section 103 of the Factory and Workshop Act, 1901, is repealed by the Factory and Workshop Act, 1907, 7 Edw. VII. c. 39, sec. 10. Part II. of the Act of 1901 is applied to all laundries carried on by way of trade or for the purpose of gain, or carried on as ancillary to another business or incidentally to the purposes of any public institution (s. 1). An orphan asylum supported by voluntary contributions and subject to no public control is a "public institution" (*Seal* v. *British Orphan Asylum*, 1911, 104 L. T. 424); so is the Royal Masonic Institution for Boys (*Royal Masonic Institution* v. *Parkes*, [1912] 3 K. B. 212; 82 L. J. K. B. 33). A laundry attached to an hotel where the linen used in the hotel, but not the clothes of the guests, is washed, is carried on as ancillary to the hotel (*Sadler* v. *Roberts*, 1911, 105 L. T. 106). The following provisions apply to laundries, other than laundries ancillary to a business carried on in any premises which, apart from the provisions of the Act of 1907, are a factory or workshop:—(1) Women may be employed on any three days in the week, except Saturday, from 6 A.M. to 7 P.M., or from 7 A.M. to 8 P.M., or from 8 A.M. to 9 P.M., provided that a corresponding deduction is made in the hours worked on the other days, so that the total number of hours, including the intervals allowed for meals, does not exceed sixty-eight in any one week. (2) If the occupier of a laundry so elects, the following provisions may apply in lieu of those stated above:—Women may be employed on not more than four days, other than Saturday, in any week, and on not more than sixty days in any year, from 6 A.M. to 7 P.M., or 7 A.M. to 8 P.M., or 8 A.M. to 9 P.M. (3) Different periods of employment may be fixed for different days of the week. These provisions are special exceptions within sec. 60 of the Act of 1901 (see Vol. V. p. 684). An employer may not change from system (1) to system (2), or *vice versa*, oftener than once a year. Except as stated above, the provisions of the Act of 1901 apply to laundries (s. 2).

In every laundry the following regulations apply:—(1) If mechanical power is used, a fan or other efficient means must be provided, maintained and used for regulating the temperature in every ironing-room, and for carrying away the steam in every wash-house. (2) All stoves for heating irons must be sufficiently separated from ironing rooms or tables. Gas irons emitting any noxious fumes are forbidden. (3) All floors must be kept in good condition and drained so as to allow water to flow off freely. A laundry in which any of these regulations is contravened is a factory or workshop not kept in conformity with the Act of 1901 (see Vol. V. p. 693).

Section 114 (2) (see Vol. V. p. 691), which provides that certain domestic workshops are not to be deemed workshops, is applied to laundries as if for the words—"the altering, repairing, ornamenting, or finishing of any article," there were substituted—"The altering, repairing, ornamenting, washing, cleaning, or finishing of any article" (s. 4).

The provisions of the Act of 1901 and of the Act of 1907 are applied to any premises forming part of an institution carried on for charitable or reformatory purposes, not being premises subject to inspection by or under authority of any Government Department, in which any manual labour is exercised in or incidentally to the making, altering, repairing, ornamenting, finishing, washing, cleaning, or adapting for sale of any article not intended for use in the institution, notwithstanding that the work is not carried on by way of trade or for the purposes of gain, or that the persons working therein are not working under a contract of service or apprenticeship. If the managers of any such institution satisfy the Secretary of State that the only persons working therein are inmates of and are supported by the institution, or are persons engaged in the supervision of the work, or the management of machinery, and that the work is carried on in good faith for the support, education, training, or reformation of persons engaged in it, the Secretary of State may by order direct that the Act shall apply with certain modifications (see s. 5).

The inspection of premises subject to inspection by a Government Department in which manual labour is exercised, but which do not constitute a factory, is provided for by sec. 7.

The Act came into force on January 1, 1908.

690. ——. Sections 107, 108 and 110 are applied to a number of processes by Orders No. 408 of 1907 (St. R. & O. 1907, p. 156), No. 394 of 1911, No. 158 of 1912, and No. 91 of 1913.

692. —— By reason of sec. 157 of the Act of 1901, the Secretary of State has no power to apply the provisions of sec. 116 to outworkers employed in connection with a men's workshop (*Seal* v. *Alexander*, [1912] 1 K. B. 469; 81 L. J. K. B. 628).

692. ——. The provisions of sec. 116 are extended by Orders Nos. 409, 410 and 792 of 1907 (St. R. & O. 1907, pp. 159, 161 and 163); Nos. 1027, 1337, 1370 and 1499 of 1909; and Nos. 413, 1046, 1292 and 1293 of 1911; No. 234 of 1912; and No. 1388 of 1913.

693. ——. Sections 135 and 136 of the Factory and Workshop Act, 1901, deal with different offences, and therefore proceedings may be taken under sec. 136, although they are out of time under sec. 146 as regards sec. 135 (*R.* v. *Taylor; Ex parte Gailey*, [1908] 2 K. B. 237; 77 L. J. K. B. 531).

693. ——. In the case of a continuing offence of not fencing machinery, proceedings need not be taken within three months of the date when the non-fencing first came to the knowledge of the inspector (*Verney* v. *Fletcher*, [1909] 1 K. B. 444; 78 L. J. K. B. 292).

VOLUME VI.

1. Faculty and Court of Faculties.—As to the necessity of a faculty for the grant of the reservation of grave spaces to non-parishioners, see *De Romano* v. *Roberts*, [1906] P. 332.

11. Fair Comment.—The decision in *Dakhyl* v. *Labouchere* was applied in *Hunt* v. *Star Newspaper Co.*, [1908] 2 K. B. 309; 77 L. J. K. B. 732; see also *Walker* v. *Hodgson*, [1909] 1 K. B. 239; 78 L. J. K. B. 193, and INTERROGATORIES herein.

18. Falkland Islands.—By Letters Patent of July 21, 1908 (St. R. & O. 1908, p. 1042), the Governor of the Falkland Islands is appointed Governor of South Georgia, the South Orkneys, the South Shetlands, the Sandwich Islands, and Graham's Land, and provision is made for governing them as dependencies of the Falkland Islands.

20. False Imprisonment.—In *Robertson* v. *Balmain New Ferry Co., Ltd.*, [1910] A. C. 295; 79 L. J. P. C. 84, the plaintiff entered a wharf belonging to the defendant company on payment of the prescribed toll of 1d. On leaving he refused to pay the toll and was forcibly prevented from leaving. It was held by the Privy Council that he could not maintain an action for false imprisonment.

20. ——. A miner having declined to do the work which he was ordered to do, requested to be allowed to return to the surface. The manager refused to allow him to ascend, and he was detained in the mine for two and a half hours, but not beyond the time when his shift would have ended in the ordinary course of events. The Court of Appeal held that there had been no false imprisonment for which the plaintiff could recover damages (*Herd* v. *Weardale Steel, Coal, & Coke Co.*, [1913] 3 K. B. 771; 82 L. J. K. B. 1354).

25. False Pretences.—*R.* v. *Danger*, 1856, 1 Dears. & B. 307; 26 L. J. M. C. 145, was discussed and doubted in *R.* v. *Governor of Brixton Prison; Ex parte Stallmann*, [1912] 3 K. B. 424; 82 L. J. K. B. 8, which see as to the obtaining of a bill of exchange by false pretences.

26. ——. Fraudulent conduct whereby a person is induced to play, and which is preliminary to the playing itself, does not amount to a "fraud or unlawful device or ill practice in playing at or with cards" within the meaning of sec. 17 of the Gaming Act, 1845 (*R.* v. *Governor of Brixton Prison*; *Ex parte Sjoland*, [1912] 3 K. B. 568; 82 L. J. K. B. 5).

26. ——. A person who, by fraudulent misrepresentations that he has a customer for an article, induces an owner to part with it on sale or return, is guilty of obtaining goods by false pretences and not of larceny (*Whitehorn* v. *Davison*, [1911] 1 K. B. 463; 80 L. J. K. B. 425).

26. ——. A person who knowingly makes untrue statements of fact in order to induce other persons to deposit money with him, which he knows they would not deposit with him if they knew that the statements were untrue, and uses the money for purposes other than those for which he told the depositors he intended to use it, has an intent to defraud, even if he intends to repay the money and has reasonable grounds for believing that he will be able to repay it (*R.* v. *Carpenter*, 1911, 76 J. P. 158).

26. ——. *R.* v. *Martin*, 1867, 36 L. J. M. C. 20; L. R. 1, C. C. R. 56, was followed in *R.* v. *Moreton*, 1913, 109 L. T. 417.

27. ——. In *R.* v. *Fisher*, 1910, 103 L. T. 320, "A" entered two bicycles in a sale by auction. He agreed with "B" that "B" should bid the reserve price, and the bicycles were knocked down to "B." "A" applied to the auctioneer for, and received, the amount of the purchase price before the auctioneer had received it from the purchaser. "A" was held to be guilty of obtaining money under false pretences, and not of larceny, the auctioneer having intended to part with the property in, as well as the possession of, the money.

28. ——. Evidence that the defendant has got goods previously on similar false pretences is admissible if the transaction is the same (*R.* v. *Smith*, 1905, 92 L. T. 208).

35. Farrier.—Line 8, for "14 Hen. vi. c. 18," read "Y. B. 14 Hen. vi. fol. 18."

37. F. C. S.—The decision in *Yuill* v. *Scott-Robson* was affirmed in the Court of Appeal, see [1908] 1 K. B. 270 ; 77 L. J. K. B. 259.

43. Fence.—Where an obligation exists to fence against moorland cattle, the obligation is only to erect fences capable of keeping out the ordinary cattle of the district and not animals imported from another district which by reason of their natural powers are able to cross the ordinary fences of the district (*Coaker* v. *Willcocks*, [1911] 2 K. B. 124; 80 L. J. K. B. 1026).

46. ——. In *Jones* v. *Lee*, 1911, 106 L. T. 123, the owner of a horse of ordinarily quiet temper, which had escaped from a field through a defective hedge, was held not to be liable for injuries caused by the horse to a cyclist on the roadway, Banks, J., holding that there was no common law duty on the owner of land adjoining a highway to keep his animals off the highway. In *Ellis* v. *Banyard*, 1911, 106 L. T. 51, it was held that the owner of cows which had caused damage to a cyclist while on the highway was not liable, there being evidence that the animals were put into a securely fenced field, but that by some unexplained agency the gate had been opened.

46. ——. As to fencing dangerous places adjoining streets and footpaths, see STREET herein.

51. Ferry.—The construction of a public bridge close to the spot where a ferry franchise exists is not in law a disturbance of the ferry owner's rights (*Dibden* v. *Skirrow*, [1908] 1 Ch. 41 ; 77 L. J. Ch. 107).

53. Fertilisers and Feeding Stuffs Act, 1906.—As to what is an article of food artificially prepared "otherwise than by being mixed, broken, ground, or chopped" within sec. 1 (2) of the Fertilisers and Feeding Stuffs Act, 1906, see *Latham* v. *Spillers & Bakers,* [1913] 2 K. B. 355 ; 82 L. J. K. B. 833.

54. ——. Where a firm in England sends goods to a customer in Ireland in alleged infringement of the provisions of the Act, the Department of Agriculture and Technical Instruction for Ireland cannot institute proceedings in England without the consent of the Board of Agriculture and Fisheries, which is necessary before the initiation of proceedings under sec. 6 of the Act (*Hill* v. *Phœnix Veterinary Supplies, Ltd.*, [1911] 2 K. B. 217 ; 80 L. J. K. B. 669).

57. ——. The Fertilisers and Feeding Stuffs (General) Regulations, 1907 (St. R. & O. 1907, p. 10), prescribe the analysts to whom samples are to be sent. The regulations as to Ireland will be found in the Fertilisers and Feeding Stuffs (Ireland) Regulations, 1910 (St. R. & O. 1910, No. 146). The Fertilisers and Feeding Stuffs (General) Regulations, 1908 (St. R. & O. 1908, p. 5), define the meaning of "citric acid solvent"; and the Fertilisers and Feeding Stuffs (Methods of Analysis) Regulations, 1908 (St. R. & O. 1908, p. 6), deal with details of analysis.

62. Fiduciary Relationship.—*Legal adviser and client,* add a reference to *Bank of Montreal* v. *Stuart,* [1911] A. C. 120; 80 L. J. P. C. 75).

63. ——. Where there exists a dual relationship such as that of principal and agent and parent and child, a gift made by the principal and parent will be upheld, even in the absence of independent advice, if the Court is satisfied that the gift is prompted by feelings of natural affection (*In re Coomber; Coomber* v. *Coomber,* [1911] 1 Ch. 174; 80 L. J. Ch. 57).

66. Fiji.—The Letters Patent of March 21, 1904, are amended by Letters Patent of July 25, 1907 (St. R. & O. 1907, p. 1157), which provide the districts which elect the six elected members of the legislative council.

66. ——. See The Pacific (Barristers and Solicitors), Order in Council, 1913 (St. R. & O., 1913, No. 483).

68. Final Port.—*The Scarsdale,* [1906] P. 103, was affirmed in the House of Lords, see [1907] A. C. 373; 76 L. J. P. 147.

76. Firearms.—The Pistols Act, 1903, does not apply to toy pistols. To justify a conviction under sec. 3 a magistrate must find that the pistol sold is a weapon from which a missile can be discharged (*Bryson* v. *Gamage,* [1907] 2 K. B. 630; 76 L. J. K. B. 936). See *Matthews* v. *Gray,* [1909] 2 K. B. 89; 78 L. J. K. B. 545, as to the formalities required by this section.

78. Fire Insurance.—See ASSURANCE COMPANIES herein for the provisions of the Assurance Companies Act, 1909, 9 Edw. VII. c. 49.

78. ——. A condition contained in a policy that the existence of further policies should be declared to the insurers and mentioned in or indorsed on the policy, is sufficiently complied with if the assured declares and mentions the existence of such further contracts without specifying the names of the persons with whom they have been effected (*National Protector Fire Insurance Co.* v. *Nivert,* [1913] A. C. 507; 82 L. J. P. C. 95). A provision that the insured should not transfer his interest was held not to cover the case where the insured let the property for one year and continued to pay the premium (*ibid.*).

79. ——. Where a policy provided that the insurers should not be liable for loss occurring while gasoline was "stored or kept" on the premises, and a fire broke out from a small quantity of gasoline which had been left in a cooking stove, it was held that the gasoline was not being "kept or stored" on the premises and that the insurers were liable (*Thompson* v. *Equity Fire Insurance Co.,* [1910] A. C. 592; 80 L. J. P. C. 13).

80. ——. A policy of fire insurance cannot be ratified after the owner of the property knows that property has been destroyed (*Grover* v. *Mathews*, [1910] 2 K. B. 401 ; 79 L. J. K. B. 1025).

81. ——. Where an insurance company, acting under powers reserved to them in the policy, take possession of premises for the purposes of salvage after a fire, the loss suffered by the insured is to be calculated as at the date on which the company give possession back to the insured. Thus where damage to machinery by reason of its being covered by water is increased during the time the company is in possession, the insured is entitled to be compensated for the increased damage (*Ahemedbhoy Habbiboy* v. *Bombay Fire and Marine Insurance Co.*, 1913, L. R. 40 Ind. App. 10).

81. ——. For the necessity of laying out insurance moneys on rebuilding. See LANDLORD AND TENANT herein.

84. **Fire Plug.**—An urban authority affixed to the wall of a street a notice indicating the position of a fire plug as required by sec. 66 of the Public Health Act, 1875, but placed it in the wrong position. On the outbreak of a fire on the plaintiff's premises the fire brigade were unable to find the plug for a considerable time, and in consequence more damage was done by the fire than would have been done if the plug had been found at once. It was held that the misplacing of the notice was a misfeasance and that the urban authority was liable to the plaintiff for the extra loss caused by the spreading of the fire (*Dawson* v. *Bingley Urban District Council*, [1911] 2 K. B. 149 ; 80 L. J. K. B. 842).

84. ——. A water company or authority is liable for injuries caused, after the twelve months specified in sec. 32 of the Waterworks Clauses Act, 1847, by a subsidence of the soil around a waterbox, which subsidence existed at the end of the twelve months (*Hartley* v. *Rochdale Corporation*, [1908] 2 K. B. 599 ; 77 L. J. K. B. 594).

86. **First Offenders.**—The Probation of First Offenders Act, 1887, 50 & 51 Vict. c. 25, is repealed by the Probation of Offenders Act, 1907, 7 Edw. VII. c. 17. See PROBATION OF OFFENDERS, Vol. XI. p. 689.

89. **Fisheries.**—*Hobart* v. *Southend Corporation*, 75 L. J. K. B. 305, was compromised in the Court of Appeal, see 22 T. L. R. 530.

92. ——. In *Johnston* v. *O'Neil*, [1911] A. C. 552 ; 81 L. J. P. C. 17, it was held that the public had no right to fish in Lough Neagh, a navigable non-tidal lake.

96. ——. For the provisions of the Salmon and Freshwater Fisheries Act, 1907, 7 Edw. VII. c. 15, see article SALMON FISHERY, Vol. XIII. p. 107.

105. **Fixtures.**—In *Crossley* v. *Lee*, [1908] 1 K. B. 86 ; 77 L. J. K. B. 199, a gas-engine laid on a concrete bed and fastened to the ground by bolts was held to be a fixture, and not distrainable for rent.

108. ——. A covenant to deliver up the demised premises with all fixtures belonging thereto, extends to all fixtures of whatsoever nature (*Leschallas* v. *Woolf*, [1908] 1 Ch. 641 ; 77 L. J. Ch. 345).

110. ——. Line 9 from foot, *for* "L. R. Eq.," *read* "L. R. 3 Eq."

110. ——. *Leigh* v. *Taylor*, [1902] A. C. 157, was distinguished in *In re Whaley; Whaley* v. *Roehrich*, [1908] 1 Ch. 615; 77 L. J. Ch. 367, where it was held that a picture and tapestry, which had been fixed as part of a complete scheme of decoration, and not for their better enjoyment as chattels, passed under a devise of the house and not of chattels. In *In re Chesterfield's Settled Estates*, [1911] 1 Ch. 237; 80 L. J. Ch. 186, wood-carvings fastened to the walls of a house by nails, screws, or pegs, and used as overmantels and picture frames, which had been in the same positions for two hundred years, were held to be fixtures and not to be included in a bequest of "pictures and other works of art or curiosity."

116. ——. *Thresher* v. *East London Waterworks*, 2 B. & C. 608, was followed in *Leschallas* v. *Woolf*, [1908] 1 Ch. 641; 77 L. J. Ch. 345.

120. ——. *Gough* v. *Wood*, [1894] 1 Q. B. 713, was distinguished in *Ellis* v. *Hobson*, [1908] 1 K. B. 388; 77 L. J. K. B. 251, where it was held that as a general rule a mortgagor in possession has no implied authority from the mortgagee to remove trade fixtures, and that any such implied authority is negatived by an express covenant where one exists.

124. Flat.—As to the demise of the outside walls of a flat, see *Hope* v. *Cowan*, [1913] 2 Ch. 312; 82 L. J. Ch. 439, cited *sub tit.* LANDLORD AND TENANT herein.

126. ——. The landlord of a building let out in suites of offices is not liable for damages resulting to a tenant from the malicious act of a third party, which he could not reasonably have foreseen and prevented (*Rickards* v. *Lothian*, [1913] A. C. 263; 82 L. J. P. C. 42). In this case the malicious act was the turning on of a water tap by an unknown person, which resulted in the flooding of the tenant's offices underneath.

133. Floating Security.—A mortgage held by an unpaid vendor has priority over a floating charge previously granted by a company, irrespective of whether the vendor has notice of the charge or not. In the case of a floating security, the particulars registered pursuant to sec. 14 of the Companies Act, 1900 (now sec. 93 of the Act of 1908), amount to constructive notice of a charge affecting the property, but not of any special provisions restricting the company from dealing with the property in the usual manner (*Wilson* v. *Kelland*, [1910] 2 Ch. 306; 79 L. J. Ch. 580).

138. Floods.—The principle of *Whalley* v. *Lancashire and Yorkshire Railway*, 1884, 13 Q. B. D. 131; 53 L. J. Q. B. 285, was applied in *Greyvenstein* v. *Hattingh*, [1911] A. C. 355; 80 L. J. P. C. 158, a case in which the defendant drove a swarm of locusts off his own land in the direction of the plaintiff's land.

143. Food.—The Public Health (Regulations as to Food) Act, 1907, 7 Edw. VII. c. 32, gives the Local Government Board power to make regulations as to the importation, preparation, storage, and distribution of articles of food and drink (not drugs or water) intended for sale for human consumption. These powers have been exercised by the Public Health (Foreign Meat) Regulations, 1908 (St. R. & O. 1908, p. 790), and the Public Health (First Series; Unsound Food) Regulations, 1908 (St. R. & O. 1908, p. 801).

143. ——. In a prosecution under sec. 47 of the Public Health (London) Act, 1891, it is not necessary to prove that the food has been condemned by a magistrate (*Hewett* v. *Hattersley*, [1912] 3 K. B. 35; 81 L. J. K. B. 878).

144. ——. A limited company may be proceeded against for the offence created by sec. 47 (3) of the Public Health (London) Act, 1891. If food is sold which is liable to be seized, and the purchaser voluntarily gives it up for the purpose of condemnation, the seller is not liable under sec. 47 (3) (*R.* v. *Puck*, 76 J. P. 487).

144. ——. A police officer cannot institute proceedings under sec. 117 of the Public Health Act, 1875, for exposing unsound meat for sale, or for having in possession such meat for the purpose of preparation for sale, without the consent of the Attorney-General (*Dodd* v. *Pearson*, [1911] 2 K. B. 383; 80 L. J. K. B. 927).

By the operation of sec. 117 of the Public Health Act, 1875, and sec. 28 of the Public Health Acts Amendment Act, 1890, unsound meat may be seized and condemned after sale and while on the premises of the purchaser, provided it was in fact unsound at the time of sale (*Salt* v. *Tomlinson*, [1911] 2 K. B. 391; 80 L. J. K. B. 897).

144. ——. Under sec. 117 of the Public Health Act, 1875, it is not necessary to prove guilty knowledge on the part of the accused. A butcher therefore who has unwittingly and without negligence sold unsound meat cannot recover compensation from the local authority under sec. 308, he being himself in default (*Hobbs* v. *Winchester Corporation*, [1910] 2 K. B. 271; 79 L. J. K. B. 1123). In the Irish case of *In re Smith and Belfast Corporation*, [1910] 2 Ir. R. 285, it was held that under sec. 308 a butcher could not recover trade loss caused by the publicity of the proceedings. Cf. *Cointat* v. *Myham* (*infra*).

144. ——. In *Cointat* v. *Myham*, [1913] 2 K. B. 220; 82 L. J. K. B. 551, the plaintiff, a butcher, bought meat from the defendants—wholesale meat salesmen—relying on their skill and judgment, under circumstances which impliedly made known to them that the meat was required for human consumption. The meat proved to be tuberculous and unfit for food, and was destroyed under a magistrate's order, and the plaintiff was fined £20 under sec. 47 (2) of the Public Health (London) Act, 1891. In an action against the defendants, it was held that the plaintiff was entitled to recover damages in respect of the fine and costs and also in respect of loss of trade.

145. Footpath.—For the provisions of the Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, see STREET herein.

152. Foreclosure.—See also MORTGAGE herein.

153. ——. Line 7, *for* "[1904] 3 Ch.," *read* "[1894] 3 Ch."

154. ——. *Gardner* v. *London, Chatham, and Dover Railway*, 1867, L. R. 2 Ch. 201, was distinguished in *Saunders* v. *Bevan*, 1912, 107 L.T. 70, see *sub tit.* DEBENTURE herein, p. 182.

156. ——. After a decree *nisi* in an ordinary foreclosure action, a judgment creditor of the mortgagor, who had obtained the appointment of a receiver by way of equitable execution of the rents and profits of the mortgagor's interest, was added as a defendant on terms of redeeming, if at all, within the time allowed to the mortgagor and of paying the mortgagee's costs of the application (*In re Parbola, Ltd.; Blackburn* v. *Parbola, Ltd.*, [1909] 2 Ch. 437; 78 L. J. Ch. 782).

156. ——. A co-mortgagor, by way of collateral security, as distinguished from a surety by covenant, is a necessary party to foreclosure proceedings brought against the principal mortgagor by a prior mortgagee of the principal mortgagor's share in the mortgaged property. Such a co-mortgagor is therefore not affected by foreclosure proceedings to which he has not been made a party, although the proceedings are binding on the principal mortgagor (*Gee* v. *Liddell*, [1913] 2 Ch. 62; 82 L. J. Ch. 370).

157. ——. A puisne incumbrancer who has submitted to a foreclosure order absolute without insisting on time to redeem a prior mortgage may still sue the residuary legatees and devisees of the deceased mortgagor on the covenant for payment contained in the mortgage deed (*Worthington* v. *Abbott*, [1910] 1 Ch. 588; 79 L. J. Ch. 252).

163. Foreign Divorce.—A foreign divorce obtained by a person who has acquired only a matrimonial domicile in the foreign country is of no effect in this country, and the subsequent marriage of a party to such a divorce is void and the children of the marriage illegitimate (*In re Stirling; Stirling* v. *Stirling*, [1908] 2 Ch. 344; 77 L. J. Ch. 717).

163.——. In *Stathatos* v. *Stathatos*, [1913] P. 46; 82 L. J. P. 34, a domiciled Englishwoman married a domiciled Greek in England. The marriage was valid according to the law of England. The husband deserted her, and procured an order from the Greek Court annulling the marriage, on the ground that there was no Greek priest present at the ceremony. This ground is not recognised by the English Courts as entitling the petitioner to a decree of nullity. It was held that the wife had reverted to her English domicil, and was entitled to sue in the English Courts for a divorce from her husband on the grounds of desertion and adultery.

163. ——. In exceptional cases the Court will depart from the ordinary rule of domicil which regulates the jurisdiction in divorce. In *De Montaigu* v. *De Montaigu*, [1913] P. 154; 82 L. J. P. 125, the petitioner, an Englishwoman, married a Frenchman and lived in this country with him. The marriage was set aside in France at the instance of the husband's father. The wife obtained a decree for restitution of conjugal rights and then presented a petition for divorce, which was founded on his adultery and statutory desertion. The Court considered that in such exceptional circumstances it ought to depart from the ordinary rule and grant the petitioner a divorce.

165. ——. The English Courts will enforce a judgment recovered in India against a defendant, ordering him to pay damages in a divorce suit in that country on the grounds that the decree ordering him to pay the damages is ancillary to the decree of divorce which is a judgment *in rem* (*Phillips* v. *Batho*, [1913] 3 K. B. 25; 82 L. J. K. B. 882).

170. Foreign-going Ship.—*The Scarsdale*, [1906] P. 103, was affirmed in the House of Lords, see [1907] A. C. 373; 76 L. J. P. 147.

175. Foreign Judgment.—Where one of the terms of a contract was that the contract should be construed and take effect as a contract made in England and in accordance with the law of England, and that the rights, duties and liabilities of the parties should be referred to arbitration in conformity with the Arbitration Act, 1889, an injunction was granted restraining proceedings in a foreign Court (*Pena Copper Mines* v. *Rio Tinto Co.*, 1911, 105 L. T. 846).

176. ——. The English Courts will not hold a foreign judgment to be contrary to natural justice if the foreign Court has jurisdiction over the subject matter and the parties, and the parties have been so summoned before it as to give them an opportunity of being heard (*Robinson* v. *Fenner*, [1913] 3 K. B. 835).

176. ——. When by foreign law a party injured by the crime of another party is allowed to intervene in the prosecution and to claim damages in such prosecution, the part of the judgment awarding such damages is enforceable by action in this country. Such a case is not within the rule that the Courts of this country will not enforce a penal judgment of a foreign Court (*Raulin* v. *Fischer*, [1911] 2 K. B. 93; 80 L. J. K. B. 811).

179. ——. The English Courts will recognise a judgment of an Indian Court as to *status* in matters which are within the jurisdiction of that Court, and will enforce not only such a judgment, but also ancillary orders as to damages which might have been made by an English Court (*Phillips* v. *Batho*, [1913] 3 K. B. 25; 82 L. J. K. B. 882).

181. Foreign Jurisdiction.—As to powers of detention exercisable by a governor of a protectorate under Orders in Council made under the Foreign Jurisdiction Act, 1890, see *R.* v. *Crewe; Ex parte Sekgome*, [1910] 2 K. B. 576; 79 L. J. K. B. 874.

182. ——. The Foreign Jurisdiction Act, 1913, 3 & 4 Geo. v. c. 16, adds the following Acts to those which may be applied by Order in Council to foreign countries in which His Majesty has jurisdiction.

Session and Chapter.	Title.	Enactments which may be extended by Order in Council.
32 & 33 Vict. c. 10.	The Colonial Prisoners Removal Act, 1869	The whole Act.
55 & 56 Vict. c. 6.	The Colonial Probates Act, 1892	The whole Act.
57 & 58 Vict. c. 30	The Finance Act, 1894	Section 20.
63 & 64 Vict. c. 14.	The Colonial Solicitors Act, 1900	The whole Act.
8 Edw. 7. c. 69.	The Companies (Consolidation) Act, 1908	Sections 34, 35, 63.

182. ——. To the list of Orders in Council add the Foreign Jurisdiction (Probates) Order, 1908 (St. R. & O. 1908, p. 384), which extends to the Morocco Order in Council, 1889, the Persia Order in Council, 1889, the Ottoman Order in Council, 1910, the China and Corea Order in Council, 1904, the Siam Order in Council, 1906, and any Order substituted for them; the Zanzibar (Amendment) Order in Council, 1908 (St. R. & O. 1908, p. 377); the Foreign Jurisdiction (Admiralty) Order in Council, 1910 (St. R. & O. 1910, No. 1183).

186. Foreign Law.—Foreign law is always a question of fact. The Divisional Court will not disturb a magistrate's finding (*Carlin* v. *Carlin*, 1906, 70 J. P. 143).

190. Foreign Security.—As to stamp duties on marketable securities, see STAMPS herein.

196. Foreshore.—See *Fitzhardinge* v. *Purcell*, [1908] 2 Ch. 139; 77 L. J. Ch. 529; cited *sub tit.* WATERWAY, Vol. XIV. p. 623.

200. ——. As to the liability of a lessee of the foreshore to be rated, see *Margate Corporation* v. *Pettman*, 1912, 106 L. T. 104, cited *sub tit.* BENEFICIAL OCCUPATION herein.

204. ——. *R.* v. *Yarborough*, 1828, 2 Bligh N. S. 147, was followed in *Att.-Gen.* v. *M'Carthy*, [1911] 2 Ir. R. 260, a case in which the progress of the accretion could not be ascertained during its process, though it could be ascertained subsequently owing to marks which showed the former ordinary high-water line.

210. Forfeit; Forfeiture.—*In re Gaskell and Walters' Contract*, [1906] 1 Ch. 440, was affirmed, see [1906] 2 Ch. 1.

211. Forged Transfer.—The decision in *Bank of England* v. *Cutler* was affirmed in the Court of Appeal, see [1908] 2 K. B. 208; 77 L. J. K. B. 889.

212 Forgery.—The Forgery Act, 1913, 3 & 4 Geo. v. c. 27, consolidates, simplifies, and amends the law relating to forgery and kindred offences.

Forgery is defined as the making of a false document in order that it may be used as genuine, and in the case of the seals and dies mentioned in the Act, is the counterfeiting of a seal or die. Forgery with intent to defraud or deceive is punishable as provided by the Act (s. 1 (1)).

A document is false within the meaning of the Act if the whole or any material part thereof purports to be made by or on behalf or on account of a person who did not make it or authorise its making; or if though made by or on behalf or on account of the person by whom or upon whose authority it purports to have been made, the time or place of making, where either is material, or, in the case of a document identified by number or mark, the number or any distinguishing mark identifying the document, is falsely stated therein, and in particular a document is false:—

(*a*) if any material alteration, whether by addition, insertion, obliteration, erasure, removal, or otherwise, has been made therein;

(*b*) if the whole or some material part of it purports to be made by or on behalf of a fictitious or deceased person;

(*c*) if, though made in the name of an existing person, it is made by him or by his authority with the intention that it should pass as having been made by some person, real or fictitious, other than the person who made or authorised it.

For the purposes of this Act—

(*a*) It is immaterial in what language a document is expressed or in what place within or without the King's dominions it is expressed to take effect;

(*b*) Forgery of a document may be complete even if the document when forged is incomplete, or is not or does not purport to be such a document as would be binding or sufficient in law;

(*c*) The crossing on any cheque, draft on a banker, post office money order, postal order, coupon, or other document the crossing of which is authorised or recognised by law, shall be a material part of such cheque, draft, order, coupon, or document.

Forgery of the following documents, if committed with intent to defraud, is felony punishable with penal servitude for life:—

(*a*) Any will, codicil, or other testamentary document, either of a dead or of a living person, or any probate or letters of administration, whether with or without the will annexed;

(*b*) Any deed or bond, or any assignment at law or in equity of any deed or bond, or any attestation of the execution of any deed or bond;

(*c*) Any bank note, or any indorsement on or assignment of any bank note (s. 2 (1)).

Forgery of the following documents, if committed with intent to defraud, is felony punishable with penal servitude for any term not exceeding fourteen years:—

(*a*) Any valuable security or assignment thereof or endorsement thereon, or, where the valuable security is a bill of exchange, any acceptance thereof;

(*b*) Any document of title to lands or any assignment thereof or endorsement thereon;

(*c*) Any document of title to goods or any assignment thereof or endorsement thereon;

(*d*) Any power of attorney or other authority to transfer any share or interest in any stock, annuity, or public fund of the United Kingdom or any part of His Majesty's dominions or of any foreign state or country or to transfer any share or interest in the debt of any public body, company, or society, British or foreign, or in the capital stock of any such company or society, or to receive any dividend or money payable in respect of such share or interest or any attestation of any such power of attorney or other authority;

(*e*) Any entry in any book or register which is evidence of the title of any person to any share or interest hereinbefore mentioned or to any dividend or interest payable in respect thereof;

(*f*) Any policy of insurance or any assignment thereof or endorsement thereon;

(*g*) Any charter-party or any assignment thereof;

(*h*) Any declaration, warrant, order, affidavit, affirmation, certificate, or other document required or authorised to be made by or for the purposes of the Government Annuities Act, 1829, or the Government Annuities Act, 1832, or by the National Debt Commissioners acting under the authority of the said Acts;

(*i*) Any certificate of the Commissioners of Inland Revenue or any other Commissioners acting in execution of the Income Tax Acts;

(*j*) Any certificate, certificate of valuation, sentence or decree of condemnation or restitution, or any copy of such sentence or decree, or any receipt required by the Slave Trade Acts (s. 2 (2)).

Forgery of the following documents, if committed with intent to defraud or deceive, is felony, punishable with penal servitude for life :—

Any document whatsoever having thereupon or affixed thereto the stamp or impression of the Great Seal of the United Kingdom, His Majesty's Privy Seal, any privy signet of His Majesty, His Majesty's Royal Sign Manual, any of His Majesty's seals appointed by the Twenty-fourth Article of the Union between England and Scotland to be kept, used, and continued in Scotland, the Great Seal of Ireland or the Privy Seal of Ireland (s. 3 (1)).

Forgery of the following documents, if committed with intent to defraud or deceive, is felony punishable with penal servitude for any term not exceeding fourteen years :—

(*a*) Any register or record of births, baptisms, namings, dedications, marriages, deaths, burials, or cremations, which now is, or hereafter may be, by law authorised or required to be kept in the United Kingdom, relating to any birth, baptism, naming, dedication, marriage, death, burial, or cremation, or any part of any such register, or any certified copy of any such register, or of any part thereof ;

(*b*) Any copy of any register of baptisms, marriages, burials, or cremations, directed or required by law to be transmitted to any registrar or other officer ;

(*c*) Any register of the birth, baptism, death, burial, or cremation of any person to be appointed a nominee under the provisions of the Government Annuities Act, 1829, or any copy or certificate of any such register, or the name of any witness to any such certificate ;

(*d*) Any certified copy of a record purporting to be signed by an assistant keeper of the Public Records in England ;

(*e*) Any wrapper or label provided by or under the authority of the Commissioners of Inland Revenue or the Commissioners of Customs and Excise (s. 3 (2)).

Forgery of the following documents, if committed with intent to defraud or deceive, is felony, punishable with penal servitude for any term not exceeding seven years :—

(*a*) Any official document whatsoever of or belonging to any court of justice, or made or issued by any judge, magistrate, officer, or clerk of any such court ;

(*b*) Any register or book kept under the provisions of any law in or under the authority of any court of justice ;

(*c*) Any certificate, office copy, or certified copy of any such document, register, or book, or of any part thereof.

(*d*) Any document which any magistrate or any master or registrar in lunacy is authorised or required by law to make or issue ;

(*e*) Any document which any person authorised to administer an oath under the Commissioners for Oaths Act, 1889, is authorised or required by law to make or issue ;

(*f*) Any document made or issued by an officer of state or law officer of the Crown, or any document upon which, by the law or usage at the time in force, any court of justice or any officer might act ;

(*g*) Any document or copy of a document used or intended to be used in evidence in any Court of Record, or any document which is made evidence by law ;

(*h*) Any certificate required by any Act for the celebration of marriage ;

(*i*) Any licence for the celebration of marriage which may be given by law ;

(*j*) Any certificate, declaration, or order under any enactment relating to the registration of births or deaths ;

(*k*) Any register book, builder's certificate, surveyor's certificate, certificate of registry, declaration, bill of sale, instrument of mortgage, or certificate of mortgage or sale under Part I. of the Merchant Shipping Act, 1894, or any entry or endorsement required by the said Part of the said Act to be made in or on any of those documents ;

(*l*) Any permit, certificate, or similar document made or granted by or under the authority of the Commissioners of Customs and Excise (s. 3 (3)).

Forgery of any document, which is not made felony under this or any other statute for the time being in force, if committed with intent to defraud, is a misdemeanour punishable with imprisonment with or without hard labour for any term not exceeding two years (s. 4 (1)).

Forgery of any public document which is not made felony under this or any other statute for the time being in force, if committed with intent to defraud or deceive, is a misdemeanour punishable with imprisonment with or without hard labour for any term not exceeding two years (s. 4 (2)).

Forgery of the following seals, if committed with intent to defraud or deceive, is felony, punishable with penal servitude for life :—

(*a*) The Great Seal of the United Kingdom, His Majesty's Privy Seal, any privy signet of His Majesty, His Majesty's Royal Sign Manual, any of His Majesty's seals appointed by the Twenty-fourth Article of the Union between England and Scotland to be kept, used, and continued in Scotland, the Great Seal of Ireland or the Privy Seal of Ireland ;

(*b*) The seal of the Public Record Office in England ;

(*c*) The seal of any court of record ;

(*d*) The seal of the office of the Registrar-General of Births, Deaths, and Marriages (s. 5 (1)).

Forgery of the following seals, if committed with intent to defraud or deceive, is felony punishable with penal servitude for any term not exceeding fourteen years :—

(*a*) The seal of any register office relating to births, baptisms, marriages, or deaths ;

(*b*) The seal of any burial board or of any local authority performing the duties of a burial board ;

(*c*) The seal of or belonging to any office for the registry of deeds or titles to lands (s. 5 (2)).

Forgery of the following seals, if committed with intent to defraud or deceive, is felony punishable with penal servitude for any term not exceeding seven years :—

(*a*) The seal of any court of justice other than a court of record ;

(*b*) The seal of the office of any master or registrar in lunacy (s. 5 (3)).

Forgery of the following dies, if committed with intent to defraud or deceive, is felony punishable with penal servitude for any term not exceeding fourteen years :—

(*a*) Any die provided, made, or used by the Commissioners of Inland Revenue or the Commissioners of Customs and Excise ;

(*b*) Any die which is or has been required or authorised by law to be used for the marking or stamping of gold or silver plate, or gold or silver wares (s. 5 (4)).

Forgery of the following die, if committed with intent to defraud or deceive, is felony punishable with penal servitude for any term not exceeding seven years :—

Any stamp or die provided, made, or used in pursuance of the Local Stamp Act, 1869.

Every person who utters any forged document, seal, or die is guilty of an offence of the like degree (whether felony or misdemeanour), and on conviction thereof is liable to the same punishment as if he himself had forged the document, seal, or die (s. 6 (1)).

A person utters a forged document, seal, or die, who, knowing the same to be forged, and with either of the intents necessary to constitute the offence of forging the said document, seal, or die, uses, offers, publishes, delivers, disposes of, tenders in payment or in exchange, exposes for sale or exchange, exchanges, tenders in evidence, or puts off the said forged document, seal, or die (s. 6 (2)).

It is immaterial where the document, seal, or die was forged (s. 6 (3)).

Every person is guilty of felony and on conviction thereof is liable to penal servitude for any term not exceeding fourteen years, who, with intent to defraud, demands, receives, or obtains, or causes or procures to be delivered, paid or transferred to any person, or endeavours to receive or obtain or to cause or procure to be delivered, paid or transferred to any person any money, security for money or other property, real or personal :—

(*a*) under, upon, or by virtue of any forged instrument whatsoever, knowing the same to be forged ; or

(*b*) under, upon, or by virtue of any probate or letters of administration, knowing the will, testament, codicil, or testamentary writing on which such probate or letters of administration shall have been obtained to have been forged, or knowing such probate or letters of administration to have been obtained by any false oath, affirmation, or affidavit (s. 7).

Every person is guilty of felony and on conviction thereof is liable to penal servitude for any term not exceeding fourteen years, who, without lawful authority or excuse, the proof whereof shall lie on the accused, purchases or receives from any person, or has in his custody or possession, a forged bank note, knowing the same to be forged (s. 8 (1)).

Every person is guilty of felony and on conviction thereof is liable to penal servitude for any term not exceeding fourteen years, who, without lawful authority or excuse, the proof whereof shall lie on the accused, and knowing the same to be forged, has in his custody or possession—

(*a*) any forged die required or authorised by law to be used for the marking of gold or silver plate, or of gold or silver wares, or any ware of gold, silver, or base metal bearing the impression of any such forged die ;

(*b*) any forged stamp or die as defined by the Stamp Duties Management Act, 1891 ;

(*c*) any forged wrapper or label provided by or under the authority of the Commissioners of Inland Revenue or the Commissioners of Customs and Excise (s. 8 (2)).

Every person is guilty of felony and on conviction thereof is liable to penal servitude for any term not exceeding seven years, who, without lawful authority or excuse, the proof whereof shall lie on the accused, and knowing the same to be forged, has in his custody or possession :—

Any forged stamp or die, resembling or intended to resemble either wholly or in part any stamp or die which at any time whatever has been or may be provided, made, or used by or under the direction of the local authority for the purposes of the Local Stamp Act, 1869 (s. 8 (3)).

Every person is guilty of felony and on conviction thereof is liable to penal servitude for any term not exceeding seven years, who, without lawful authority or excuse, the proof whereof shall lie on the accused :—

(*a*) Makes, uses, or knowingly has in his custody or possession any paper intended to resemble and pass as—
  (i) Special paper such as is provided and used for making any bank note, Treasury bill, or London county bill ;
  (ii) Revenue paper ;

(*b*) Makes, uses, or knowingly has in his custody or possession, any frame, mould, or instrument for making such paper, or for producing in or on such paper any words, figures, letters, marks, lines, or devices peculiar to and used in or on any such paper ;

(*c*) Engraves or in anywise makes upon any plate, wood, stone, or other material, any words, figures, letters, marks, lines, or devices, the print whereof resembles in whole or in part any words, figures, letters, marks, lines, or devices peculiar to and used in or on any bank note, or in or on any document entitling or evidencing the title of any person to any share or interest in any public stock, annuity, fund, or debt of any part of His Majesty's Dominions or of any foreign state, or in any stock, annuity, fund, or debt of any body corporate, company, or society, whether within or without His Majesty's dominions ;

(*d*) Uses, or knowingly has in his custody or possession any plate, wood, stone, or other material, upon which any such words, figures, letters, marks, lines, or devices have been engraved or in anywise made as aforesaid ;

(*e*) Uses or knowingly has in his custody or possession any paper upon which any such words, figures, letters, marks, lines, or devices have been printed or in anywise made as aforesaid (s. 9).

Every person is guilty of a misdemeanour, and on conviction thereof is liable to imprisonment, with or without hard labour, for any term not exceeding two years, who, without lawful authority or excuse, the proof whereof shall lie on the accused, purchases, receives, or knowingly has in his custody or possession—

(*a*) Any special paper provided and used for making Treasury bills or London county bills, or any Revenue paper before such paper has been duly stamped, signed, and issued for public use ;

(*b*) Any die peculiarly used in the manufacture of any such paper (s. 10).

Any person who knowingly and wilfully aids, abets, counsels, causes, procures, or commands the commission of an offence punishable under the Act is liable to be dealt with, indicted, tried, and punished as a principal offender (s. 11).

Where a sentence of penal servitude may be imposed on conviction of an offence against the Act, the court may, instead thereof, impose a sentence of imprisonment, with or without hard labour, for not more than two years (s. 12 (1)).

(*a*) On conviction of a misdemeanour punishable under the Act, the court, instead of or in addition to any other punishment which may be lawfully imposed, may fine the offender :

(*b*) On conviction of a felony punishable under the Act, the court, in addition to imposing a sentence of penal servitude or imprisonment, may require the offender to enter into his own recognizances, with or without sureties, for keeping the peace and being of good behaviour :

(*c*) On conviction of a misdemeanour punishable under the Act, the court, instead of or in addition to any other punishment which may lawfully be imposed for the offence, may require the offender to enter into his own recognizances, with or without sureties, for keeping the peace and being of good behaviour :

(*d*) No person may be imprisoned under this section for more than one year for not finding sureties (s. 12 (2)).

A court of quarter sessions in England has not jurisdiction to try an indictment for any offence against this Act or for an offence which, under any enactment for the time being in force, is declared to be forgery or to be punishable as forgery (s. 13).

A person charged—(*a*) with an offence against the Act ; or (*b*) with an offence indictable at common law or under any Act for the time being in force consisting in the forging or altering of any matter whatsoever, or in offering, uttering, disposing of, or putting off any matter whatsoever, knowing the same to be forged or altered ;—may be proceeded against, indicted, tried, and punished in any county or place in which he was apprehended or is in custody as if the offence had been committed in that county or place ; and for all purposes incidental to or consequential on the prosecution, trial, or punishment of the offence, it is deemed to have been committed in that county or place : Provided that, where the offence charged relates to documents made for the purpose of any Act relating to the suppression of the slave trade, it is, for the purposes of jurisdiction and trial, be treated as an offence against the Slave Trade Act, 1873 (s. 14 (1)).

Nothing in the section affects the laws relating to the government of His Majesty's naval or military forces (s. 14 (2)).

Where the having any document, seal, or die in the custody or possession of any person is in the Act expressed to be an offence, a person is deemed to have a document, seal, or die in his custody or possession if he—(*a*) has it in his personal custody or possession ; or (*b*) knowingly and wilfully has it in the actual custody or possession of any other person. or in any building, lodging, apartment, field, or other place, whether open or enclosed, and whether occupied by himself or not.

It is immaterial whether the document, matter, or thing is had in such custody, possession, or place for the use of such person or for the use or benefit of another person (s. 15).

If it is made to appear by information on oath before a justice of the peace that there is reasonable cause to believe that any person has in his custody or possession without lawful authority or excuse—(*a*) any bank note; or (*b*) any implement for making paper or imitation of the paper used for bank notes; or (*c*) any material having thereon any words, forms, devices, or characters capable of producing or intended to produce the impression of a bank note; or (*d*) any forged document, seal, or die; or (*e*) any machinery, implement, utensil, or material used or intended to be used for the forgery of any document; the justice may grant a warrant to search for the same; and if the same is found on search, it is lawful to seize it and carry it before a justice of the county or place in which the warrant was issued, to be disposed of by him according to law (s. 16 (1)).

Every document, seal, or die lawfully seized under such a warrant is to be defaced and destroyed or otherwise disposed of—(*a*) by order of the court before which the offender is tried; or (*b*) if there be no trial, by order of a justice of the peace; or (*c*) if it affects the public revenue, by the Commissioners of Inland Revenue or the Commissioners of Customs and Excise, as the case may require; or (*d*) if it affects any of the companies of Goldsmiths or Guardians referred to in the Gold and Silver Wares Act, 1844, by the said company or guardians (s. 16 (2)).

In an indictment or an information for an offence under the Act with reference to any document, seal, or die, the document, seal, or die may be referred to by any name or designation by which it is usually known, or by its purport, without setting out any copy or facsimile of the whole or any part thereof (s. 17 (1)). Where an intent to defraud or an intent to deceive is a necessary element of an offence under the Act or under any other Act relating to forgery or any kindred offence, it is not necessary to allege in the indictment or to prove an intent to defraud or deceive any particular person. It is sufficient to prove that the defendant did the act charged with intent to defraud or deceive (s. 17 (2)).

If a person who is a member of any co-partnership, or is one of two or more beneficial owners of any property, commits forgery with intent to defraud the co-partnership or the other beneficial owners, he is liable to be dealt with as if he had not been or was not a member of the co-partnership, nor one of the beneficial owners (s. 17 (3)).

Sec. 18 (1) contains the following definitions, unless the context otherwise requires:—

"Bank note" includes any note or bill of exchange of the Bank of England or Bank of Ireland, or of any other person, body corporate, or company carrying on the business of banking in any part of the world, and includes "bank bill," "bank post bill," "blank bank note," "blank bank bill of exchange," and "blank bank post bill":

"Die" includes any plate, type, tool, or implement whatsoever, and also any part of any die plate, type, tool, or implement, and any stamp or impression thereof or any part of such stamp or impression:

"Document of title to goods" includes any bill of lading, India warrant, dock warrant, warehouse keeper's certificate, warrant or order for the delivery or transfer of any goods, or valuable thing, bought or sold note, or any other document used in the ordinary course of business as proof of the possession or control of goods or authorising or purporting to authorise either by endorsement or by delivery the possessor of such document to transfer or receive any goods thereby represented or therein mentioned or referred to:

"Document of title to lands" includes any deed, map, roll, register, or instrument in writing being or containing evidence of the title or any part of the title to any land or to any interest in or arising out of any land, or any authenticated copy thereof :

"Revenue paper" means any paper provided by the proper authority for the purpose of being used for stamps, licences, permits, Post Office money orders, or postal orders, or for any purpose whatever connected with the public revenue :

"Seal" includes any stamp or impression of a seal or any stamp or impression made or apparently intended to resemble the stamp or impression of a seal, as well as the seal itself :

"Stamp" includes a stamp impressed by means of a die as well as an adhesive stamp :

"Treasury bill," includes Exchequer bill, Exchequer bond, Exchequer debenture, and War bond :

"Valuable security" includes any writing entitling or evidencing the title of any person to any share or interest in any public stock, annuity, fund, or debt of any part of His Majesty's dominions or of any foreign state, or in any stock, annuity, fund, or debt of any body corporate, company, or society, whether within or without His Majesty's dominions, or to any deposit in any bank, and also includes any scrip, debenture, bill, note, warrant, order, or other security for the payment of money, or any accountable receipt, release, or discharge, or any receipt or other instrument evidencing the payment of money, or the delivery of any chattel personal.

Where an offence against the Act also subjects the offender to any forfeiture or disqualification, or to any penalty other than penal servitude or imprisonment or fine by virtue of any other Act, the liability of the offender to punishment under the Act is in addition to and not in substitution for his liability under such Act (sec. 19 (1)). If an offence against the Act is also made punishable on summary conviction by other Act, whether passed before or after the commencement ot the Act, proceedings may be taken either under such other Act or under the Act. Where, however, the offence was at the commencement of this Act, punishable only on summary conviction, it remains only so punishable (s. 19 (2)).

The Act does not extend to Scotland (s. 21).

The Act came into operation on January 1, 1914 (s. 22).

The Acts set out below are repealed as regards England and Ireland (s. 20).

ENACTMENTS APPLICABLE TO ENGLAND AND ALSO IN SOME CASES TO IRELAND.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
13 Geo. III. c. 52.	The Plate Assay (Sheffield and Birmingham) Act, 1772.	Section fourteen from "shall cast, forge, or counterfeit" to "maker or worker of silver plate, or any or either of them; or," where those words thirdly occur; the words "any such forged or counterfeit mark, stamp, or impression thereon, or"; the words "forged, counterfeited, or," and from "or shall wilfully or knowingly have or be possessed of" to "maker or worker of silver plate, or any or either of them"; where those words lastly occur.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
52 Geo. III. c. 143.	The Land Tax Certificates Forgery Act, 1812.	The whole Act so far as unrepealed.
5 Geo. IV. c. lii.	The Birmingham Assay Act, 1824.	Section twenty-two from "shall cast, forge, or counterfeit" to "maker or worker of gold or silver plate, or any or either of them, or," where those words secondly occur; the words "any such forged or counterfeited mark, stamp, or impression thereon, or," the words "forged or counterfeited or," and from "or shall wilfully or knowingly have or be possessed of" to "maker or worker of gold or silver plate, or any or either of them," where those words lastly occur.
5 Geo. IV. c. 113.	The Slave Trade Act, 1824.	Section ten from "or shall wilfully and fraudulently forge" to "body politic or corporate."
7 Geo. IV. c. 16.	The Chelsea and Kilmainham Hospitals Act, 1826.	Section thirty-eight from "or if any person shall forge" to "any corporation whatsoever."
10 Geo. IV. c. 24.	The Government Annuities Act, 1829.	Section forty-one except in so far as it relates to the offence of personation.
10 Geo. IV. c. 50.	The Crown Lands Act 1829.	Section one hundred and twenty-four.
2 & 3 Will. IV. c. 16.	The Excise Permit Act 1832.	Section three. Section four from "shall counterfeit or forge" to "or if any person or persons."
2 & 3 Will. IV. c. 53.	The Army Prize Act, 1832.	Section forty-nine from "or if any person shall forge" to "bodies politic or corporate whatsoever" where those words lastly occur.
2 & 3 Will. IV. c. 59.	The Government Annuities Act, 1832.	Section nineteen except in so far as it relates to the offence of personation.
5 & 6 Will. IV. c. 24.	The Naval Enlistment Act, 1835.	Section three to "for himself or any other person; or"
1 & 2 Vict. c. 94.	The Public Record Office Act, 1838.	Section nineteen from "and every person who" to "Record Office."
2 & 3 Vict. c. 51.	The Pensions Act, 1839.	Section nine.
3 & 4 Vict. c. 92.	The Non-Parochial Registers Act, 1840.	Section eight from "or shall falsely" to "register or record" and the words "or shall forge or counterfeit the seal of the said office."
3 & 4 Vict. c. 111.	The Joint Stock Companies Act, 1840.	In section two the word "forgery" in both places where it occurs.
5 & 6 Vict. c. 35.	The Income Tax Act, 1842.	Section one hundred and eighty-one.
7 & 8 Vict. c. 19.	The Inferior Courts Act, 1844.	Section five from "forge the seal" to "knowing the same to be forged or."
7 & 8 Vict. c. 22.	The Gold and Silver Wares Act, 1844.	Section two from the beginning of the section to the words "base metal, and"; the words "any such forged or counterfeit die or other instrument as aforesaid or"; the words "the mark of any such forged or counterfeit die or other instrument as aforesaid, or having thereupon any such forged or counterfeit mark or imitation of a mark as aforesaid or"; and the words "forged, counterfeited, imitated, marked."

Session and Chapter.	Title or Short Title.	Extent of Repeal.
8 & 9 Vict. c. 113.	The Evidence Act, 1845	Section four from "if any person" to "knowing the same to be false or counterfeit, or."
11 & 12 Vict. c. 78.	The Crown Cases Act, 1848.	Section six.
11 & 12 Vict. c. 121.	The Liqueur Act, 1848.	Section eighteen from "and every person not being so authorised" to "knowing the same to be counterfeited."
14 & 15 Vict. c. 99.	The Evidence Act, 1851	Section seventeen.
16 & 17 Vict. c. 45.	The Government Annuities Act, 1853.	Section thirty-one except in so far as it relates to the offence of personation.
16 & 17 Vict., c. 107.	The Customs Consolidation Act, 1853.	Section one hundred and sixteen.
17 & 18 Vict. c. 112.	The Literary and Scientific Institutions Act, 1854.	In section twenty-six the words "or shall forge any deed, bond, security for money, money receipt, or other instrument."
20 & 21 Vict. c. 77.	The Court of Probate Act, 1857.	Section twenty-eight.
20 & 21 Vict. c. 81.	The Burials Act, 1857.	Section fifteen from "or shall falsely make or counterfeit" to "copy thereof" and the words "or shall forge or counterfeit the seal of any burial board."
24 & 25 Vict. c. 98.	The Forgery Act, 1861	Section one. Section two. Section four. Sections seven to twenty-seven, both inclusive. Section twenty-eight from "other than such clerk" to "knowing the same to be forged or" where those words lastly occur. Sections twenty-nine to thirty-three, both inclusive. Section thirty-five. Section thirty-six from "or shall forge" to "or of any part thereof"; the words "or shall forge or counterfeit the seal of or belonging to any register office or burial board"; the words "or seal"; and the words "forged or altered" in both places where they occur. Section thirty-seven from "or shall forge" to "as aforesaid," where those words first occur. Sections thirty-eight to forty-one, both inclusive. Sections forty-five and forty-six.
25 & 26 Vict. c. 7.	The India Stocks Transfer Act, 1862.	Section fourteen.
25 & 26 Vict. c. 67.	The Declaration of Title Act, 1862.	Section forty-five.
26 & 27 Vict. c. 7.	The Manufactured Tobacco Act, 1863.	Section seven from "and if any person" to the end of the section.
26 & 27 Vict. c. 73.	The India Stock Certificate Act, 1863.	Section thirteen. Section fifteen.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
29 & 30 Vict. c. 25.	The Exchequer Bills and Bonds Act, 1866.	Section fifteen. Section twenty. Section twenty-one. In section twenty-five the words "fifteen, twenty, twenty-one." In section twenty-six the words "twenty, twenty- one."
31 & 32 Vict. c. 37.	The Documentary Evidence Act, 1868.	In section four, subsection two.
32 & 33 Vict, c. 49.	The Local Stamps Act, 1869.	In section eight, sub-sections one, two, three, four, six, seven, and eight.
32 & 33 Vict. c. 106.	The East India Loan Act, 1869.	Section thirteen.
33 & 34 Vict. c. 58.	The Forgery Act, 1870.	Sections three, five, and six.
35 & 36 Vict. c. 33.	The Ballot Act, 1872.	In section three, subsection one, the words "forges or," and the words "or delivers to the returning officer any nomination paper knowing the same to be forged," and subsection two the words "forges, or counterfeits, or."
35 & 36 Vict. c. 44	The Court of Chancery Funds Act, 1872.	Section twelve.
36 & 37 Vict. c. 32.	The East India Loan Act, 1873.	Section thirteen.
37 & 38 Vict. c. 3.	The East India Loan Act, 1874..	Section thirteen.
37 & 38 Vict. c. 88.	The Births and Deaths Registration Act, 1874.	Section forty from "and on conviction on indictment" to the end of the section. Section forty-six.
38 & 39 Vict. c. 17.	The Explosives Act, 1875.	Section eighty-one, except in so far as it refers to giving, signing, or making use of any licence, certificate, document, or plan false in a material particular.
38 & 39 Vict. c. 63.	The Sale of Food and Drugs Act, 1875.	Section twenty-seven from "Any person" to "hard labour."
39 & 40 Vict. c. 36.	The Customs Consolidation Act, 1876.	Section twenty-eight.
40 & 41 Vict. c. 2.	The Treasury Bills Act, 1877.	Section ten.
40 & 41 Vict. c. 51.	The East India Loan Act, 1877.	Section fifteen.
42 & 43 Vict. c. 60.	The East India Loan Act, 1879.	Section fourteen.
43 Vict. c. 10.	The East India Loan (East Indian Railway Debentures) Act, 1880.	Section twelve.
45 & 46 Vict. c. 50.	The Municipal Corporations Act, 1882.	In section seventy-four the words "forges or" and the words "or delivers to the town clerk any forged nomination paper knowing it to be forged." Section two hundred and thirty-five.
46 & 47 Vict. c. 22.	The Sea Fisheries Act, 1883.	Section seventeen, subsection four, from "and on conviction on indictment" to the end of the section.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
46 & 47 Vict. c. 55.	The Customs and Inland Revenue Act, 1883.	In section seventeen the words "and section 25 of the Forgery Act, 1861."
48 & 49 Vict. c. 28.	The East India Loan Act, 1885.	Section twelve.
48 & 49 Vict. c. 49.	The Submarine Telegraph Act, 1885.	In section eight, subsection four, from "and on conviction on indictment" to the end of the section.
51 & 52 Vict. c. 43.	The County Courts Act, 1888.	Section one hundred and eighty from "forge the seal" to "knowing the same to be forged or."
52 Vict. c. 10.	The Commissioners of Oaths Act, 1889.	Sections eight, nine, and ten.
53 Vict. c. 5.	The Lunacy Act, 1890.	Section one hundred and forty-seven.
54 & 55 Vict. c. 38.	The Stamp Duties Management Act, 1891.	Section thirteen, subsections (1) and (2), and in subsection (8) the words "any forged stamp or" and in subsection (9) the words "any forged die or stamp or." Section fourteen. Section fifteen.
56 & 57 Vict. c. 70.	The East India Loan Act, 1893.	Section seventeen.
61 & 62 Vict. c. 13.	The East India Loan Act, 1898.	In section eight the words "and as to criminal offences."
63 Vict. c. 2.	The War Loan Act, 1900.	Section four, subsection three.
1 Edw. VII. c. 25.	The East India Loan (Great Indian Peninsula Railway Debentures) Act, 1901.	In section seven the words "and as to criminal offences."
5 Edw. VII. c. 19.	The East India Loans (Railways) Act, 1905.	Section five so far as it incorporates section seventeen of the East India Loan Act, 1893.
8 Edw. VII. c. 54.	The East India Loans Act, 1908.	Section six so far as it incorporates section seventeen of the East India Loan Act, 1893.
8 Edw. VII. c. 69.	The Companies (Consolidation) Act, 1908.	Section thirty-eight, subsection one, from "(i) with intent to defraud," to "altered or," and subsection two.
10 Edw. VII. c. 5.	The East India Loans (Railways) Act, 1910.	Section four so far as it incorporates section seventeen of the East India Loan Act, 1893.
10 Edw. VII. & 1 Geo. V. c. 24.	The Licensing (Consolidation) Act, 1910.	Section forty-four, subsection one.

PART II.

ENACTMENTS APPLYING ONLY TO IRELAND.

23 & 24 Geo. III. c. 23. (Irish Act).	An Act to regulate the assay of gold and promote the manufacture of gold and silver wares in this Kingdom.	Section twenty-eight from "shall counterfeit or cause to be counterfeited" to assay offices respectively, or," where those words secondly occur, the words "upon which such counterfeited or imitated mark, stamp, or impression shall have been made as aforesaid, or," and the words "such mark, stamp, or impression to have been counterfeited or imitated as aforesaid or."
20 & 21 Vict. c. 60.	The Irish Bankrupt and Insolvent Act, 1857.	Section three hundred and ninety-seven.

Session and Chapter.	Title or Short Title.	Extent of Repeal.
20 & 21 Vict. c. 79.	The Probates and Letters of Administration Act (Ireland), 1857.	Section thirty-three.
34 & 35 Vict. c. 22.	The Lunacy Regulation (Ireland) Act, 1871.	Section fifty.
34 & 35 Vict. c 49.	The Matrimonial Causes and Marriage Law (Ireland) Amendment Act, 1871.	Sections fifteen and eighteen.
43 & 44 Vict c. 13.	The Births and Deaths Registration (Ireland) Act, 1880.	Section thirty, from "and on conviction on indictment" to the end of the section. Section thirty-six.

217. ——. A person who accepts a bill of exchange in the name of a firm of which he is a partner, with no authority in fact to do so, with no honest belief that he has such authority, and with intent to defraud, is guilty of forgery under sec. 24 of the Forgery Act, 1861, 24 & 25 Vict. c. 98 (*R.* v. *Holden*, [1912] 1 K. B. 483; 81 L. J. K. B. 327).

218. ——. A person who attempts to obtain money by means of a betting slip enclosed in an envelope bearing a false postmark, which purports to show that it was sent off before a certain race was started, is guilty of a felony under sec. 38 of the Forgery Act, 1861, 24 & 25 Vict. c. 98 (*R.* v. *Howse*, 1912, 107 L. T. 239).

219. ——. Where a legal practitioner obtained subpœnas for the attendance of certain witnesses, and subsequently altered the names of the witnesses on the subpœnas, it was held that, although his conduct was irregular, he had not been guilty of forgery (*In re Taylor*, [1912] A. C. 347; 81 L. J. P. C. 169).

221. ——. The decision in *Macbeth* v. *N. and S. Wales Bank*, [1906] 2 K. B. 718, was affirmed in the House of Lords, see BILLS OF EXCHANGE herein.

221, 222. ——. The decision in *Bank of England* v. *Cutler* was affirmed in the Court of Appeal, see [1908] 2 K. B. 208; 77 L. J. K. B. 889.

241. Franchise (Electoral).—Sections 6 and 38 of the Corrupt and Illegal Practices Prevention Act, 1883, and secs. 2 and 23 of the Municipal Elections (Corrupt and Illegal Practices) Act, 1884, do not apply to bribery by an agent. A claimant therefore who has been reported by the commissioner as guilty of such bribery is nevertheless entitled to be registered (*Morris* v. *Shrewsbury* (*Town Clerk*), [1909] 1 K. B. 342; 78 L. J. K. B. 234).

242. ——. In *White* v. *Bown*, [1913] 1 K. B. 78; 82 L. J. K. B. 89, the mother of the claimants had devised to them certain houses in respect of whichthey were claiming. It was wrongly supposed by the parties that their father was entitled to a life interest in the houses, and the trustee paid the rents to him for some years. When the mistake was discovered, the claimants authorised the trustee to continue paying the rents to the father. A divisional Court held that the claimants had been in receipt of the rents for their own use within sec. 26 of the Representation of the People Act, 1832, and were entitled to be registered as owners in respect of the property.

242. ——. Sec. 24 of the Representation of the People Act, 1832, 2 & 3 Will. IV. c. 45, enacts that no person shall be entitled to vote in the election of a knight or knights of the shire to serve in any future Parliament in respect of his estate or interest as a freeholder in any house, etc., occupied by himself which is of such a value as to entitle him to vote for any city or borough. This section does not prevent an owner of a building which is divided into two separate tenements with separate entrances, who lives in the top tenement and lets the lower one, from being registered as a voter in the county in respect of the lower tenement (*Douglas* v. *Sanderson; Potts* v. *Sanderson*, [1911] 1 K. B. 166; 80 L. J. K. B. 294).

247. ——. As to occupation franchise, see *Kent* v. *Fittall*, [1911] 2 K. B. 1102; 81 L. J. K. B. 82; *Smith* v. *Newman*, [1912], 1 K. B. 162; 81 L. J. K. B. 183; *Havercroft* v. *Dewey*, [1913], 108 L. T. 296; *Crow* v. *Hilliery* [1913] 1 K. B. 385; 82 L. J. K. B. 380.

247. ——. Where a claimant moves into a new house which is not entered in the rate book, and on which no rates have been paid, he is not entitled to be registered (*Pitts* v. *Michelmore*, [1909] 2 K. B. 244; 78 L. J. K. B. 898; *Widdicombe* v. *Michelmore*, 1910, 102 L. T. 134).

249. ——. To the list of authorities on the service franchise add, *Chesterton* v. *Gardom*, [1912] 1 K. B. 176; 81 L. J. K. B. 198, and *O'Brien* v. *M'Carthy*, [1912] 2 Ir. 17).

250. ——. As to lodger franchise, see *Searle* v. *Staffordshire County Council* (*Clerk*), 1911, 104 L. T. 61; *Doyle* v. *Craig*, [1911] S. C. 493; *O'Connell* v. *Blacklock*, [1912] S. C. 640; *Milne* v. *Douglas*, [1912] S. C. 635.

261. Fraud.—Where a managing clerk to a solicitor takes a conveyance of property from a client of his principal fraudulently, and converts the proceeds of the property to his own purposes, without the knowledge of his principal, the principal is liable, as the managing clerk is acting in the course of his employment (*Lloyd* v. *Grace*, [1912] A. C. 716; 81 L. J. K. B. 1140).

261. ——. As to the necessity of proving a fraudulent intention in an action of fraud, see *Tackey* v. *M'Bain*, [1912] A. C. 186; 81 L. J. P. C. 130).

264. ——. After *Lindsay Petroleum Co.* v. *Hurd*, L. R. 5 P. C. 221, add a reference to *United Shoe Manufacturing Co.* v. *Brunet*, [1909] A. C. 330; 78 L. J. P. C. 101.

266. —**Frauds, Statute of;** see also AUCTIONEER herein.

267. ——. The right to graze land for a period of six months is an interest in land (*Crane* v. *Naughten*, [1912] 2 Ir. R. 318. An agreement by a wife to indemnify her husband against the rent of the house is not within the section (*In re Banks; Weldon* v. *Banks*, 1912, 56 S. J. 362).

267. ——. The fact that a person who promises to answer for the debt of another is interested in the consideration for the promise does not take the promise out of sec. 4 of the Statute of Frauds (*Davys* v. *Buswell*, [1913] 2 K. B. 47 ; 82 L. J. K. B. 499). In this case the holder of a debenture issued by a trading company verbally promised to pay a contractor the value of goods supplied by him to the company, in the event of the company making default. It was held that the promise was within the statute and could not be enforced on the ground that it was not in writing.

267. ——. Where the memorandum contained in the signed offer is sufficient to satisfy the statute, an agreement to allow further time for acceptance, or an agreement that an acceptance which is out of time should be treated as valid does not come within the statute, and need not be evidenced in writing (*Morrell* v. *Studd*, [1913] 2 Ch. 648).

268. ——. A verbal agreement between an employer and employé whereby either party could terminate the employment by giving one week's notice, and the employé further agreed not to compete with the employer for thirty-six months after leaving the employer's service, is a contract not to be performed within the space of one year from the making thereof within sec. 4 of the Statute of Frauds, and must be in writing (*Reeve* v. *Jennings*, [1910] 2 K. B. 522 ; 79 L. J. K. B. 1137). A contract of service for a definite period of two years, which may be terminated by notice before the expiration of the first year, is within the section and requires a memorandum thereof in writing (*Hanau* v. *Ehrlich*, [1912] A. C. 39 ; 81 L. J. K. B. 397). A contract for the sale of goods which is not to be performed within a year, and which is not in writing signed by the party to be charged, is unenforceable, even although there has been part acceptance of the goods by the purchaser (*Prested Miners Gas Indicating Electric Lamp Co.* v. *Garner*, [1911] 1 K. B. 425 ; 80 L. J. K. B. 819).

268. ——. In a letting of grazing land by auction an entry made by the auctioneer "A's meadow—B. £13, 10s." was held not to satisfy the statute (*Crane* v. *Naughten*, [1912] 2 Ir. R. 318). The memorandum need not be made by the parties. It is sufficient if it is made by a third party at the dictation of one of the parties (*Brooks* v. *Billingham*, 1912, 56 S. J. 503).

268. ——. In order to satisfy the Statute of Frauds, an agreement must specify the date at which it is to commence. Where a contract is substantially one for personal services and is merely connected with land for a subsidiary purpose, the doctrine of part performance does not apply so as to take the case out of the Statute of Frauds (*Elliott* v. *Roberts*, 1912, 107 L. T. 18).

270. Fraudulent Conveyances.—Add a reference to VOLUNTARY CONVEYANCES ACT, 1893, Vol. XIV. p. 522.

271. ——. A settlement of equitable reversionary personality may be a settlement to delay, hinder, or defraud creditors within 13 Eliz. c. 5, as such property may be the subject of a charging order, or a receiver of it may be appointed by way of equitable execution (*Ideal Bedding Co.* v. *Holland*, [1907] 2 Ch. 157 ; 76 L. J. Ch. 411).

272. ——. As to the avoidance of voluntary settlements under sec. 47 of the Bankruptcy Act, 1883, see BANKRUPTCY, herein.

273. ——. As to what amounts to good consideration within 13 Eliz. c. 5; see *Glegg* v. *Bromley*, [1912] 3 K. B. 474; 81 L. J. K. B. 1081.

289. Freight.—The decision in *The Hibernian* was affirmed in the Court of Appeal, see [1907] P. 277; 76 L. J. P. 122

292. ——. A charter party provided that the vessel should load and carry a cargo of wood for a lump sum, and contained a clause excepting the perils of the sea. The freight was payable on the unloading and right delivery of the cargo. The vessel arrived off the port of discharge, but before she could get into dock became a total wreck. All the cargo which could be recovered was delivered at the dock, and the rest was lost by the perils of the sea. It was held that the whole of the cargo having been delivered except that part which came under the excepting clause, the whole of the freight was payable (*Harrowing Steamship Co.* v. *Thomas*, [1913] 2 K. B. 171; 82 L. J. K. B. 636).

297. ——. *Gardner* v. *Trechmann*, 15 Q. B. D. 154, was distinguished in *Rederiaktieselskabet Superior* v. *Dewar*, [1909] 2 K. B. 998; 78 L. J. K. B. 1100, where shipowners were held entitled to a lien for demurrage, although it was payable day by day.

301. French (or Fancy) Bread.—If the shape and size of a loaf irrespective of the quality, clearly distinguish it from an ordinary household loaf, it comes within the description "fancy bread" (*Bailey* v. *Barsby*, [1909] 2 K. B. 610; 78 L. J. K. B. 974).

302. Friendly Societies.—Registered friendly societies are exempt from the requirements imposed on life assurance companies, and the Board of Trade has power to exempt unregistered societies in certain cases (see ASSURANCE COMPANIES herein).

302. ——. A person may now become a member of a friendly society, although under one year of age (Friendly Societies Act, 1908, 8 Edw. VII. c. 32, s. 2).

302. ——. The Companies (Converted Societies) Act, 1910, 10 Edw. VII. and 1 Geo. V. c. 23, removes doubts as to the validity of the conversion of societies into companies acting under sec. 71 of the Friendly Societies Act, 1896, before August 3, 1910, where the objects of the company, as set forth in the special resolution, are wider than those authorised by the rules of the society.

303. ——. An unregistered friendly society may be compulsorily wound up under section 268 of the Companies (Consolidation) Act, 1908, as an unregistered company (*In re Victoria Society, Knottingley*, [1913] 1 Ch. 167; 82 L. J. Ch. 176).

304. ——. The limits of benefits under sec. 41 of the Act of 1896 are altered to £52 in the case of annuities, and £300 in the case of gross sums (Friendly Societies Act, 1908, s. 3).

304. ——. To the list of societies which may be registered as friendly societies under Class I. under sec. 8 of the Act of 1896, add societies guaranteeing the performance of their duties by officers and servants of the society or any branch thereof (Friendly Societies Act, 1908, 8 Edw. VII. c. 32, s. 1).

307. ——. After *In re Miller*, [1893] 1 Q. B. 327, add a reference to *In re Eilbeck; Ex parte Good Intent Lodge Trustees*, [1910] 1 K. B. 136; 79 L. J. K. B. 265.

307. ——. Section 44 of the Act of 1896 relating to investments is amended by the addition of "any investment in which trustees are for the time being by law authorised to invest trust funds" (Friendly Societies Act, 1908, s. 4).

307. ——. As to the conversion of friendly societies into companies, see *Blythe* v. *Birtley*, [1910] 1 Ch. 228; 79 L. J. Ch. 315; *M'Glade* v. *Royal London Mutual Insurance Society*, [1910] 2 Ch. 169; 79 L. J. Ch. 631.

308. ——. The words "for not more than six months" in sec. 68, subsec. (1) (*b*) are repealed. The following subsection is added at the end of the section:—"(8) In this section the expression 'dispute' includes any dispute arising on the question whether a member or person aggrieved is entitled to be or to continue to be a member or to be reinstated as a member, but, save as aforesaid, in the case of a person who has ceased to be a member, does not include any dispute other than a dispute on a question between him and the society or branch or an officer thereof which arose while he was a member, or arises out of his previous relation as a member to that society or branch" (Friendly Societies Act, 1908, s. 6).

308. ——. The Court cannot interfere with a dispute which comes within sec. 68 of the Friendly Societies Act, 1896, if the rules are not *ultra vires* and the decision is given without misconduct, even if it be erroneous (*Catt* v. *Wood*, [1910] A. C. 404; 79 L. J. K. B. 782).

308. ——. It has been held in the Scotch case of *Smith* v. *Scottish Legal Life Assurance Society*, [1912] S. C. 611, that under sec. 68 (7) of the Friendly Societies Act, 1876, the arbitrator must state his case for the opinion of the Court during the progress of the arbitration, and that once the decision has been given there is no power to state a case.

308. ——. Preliminary expenses are added to the incidental expenses in sec. 76 (4) of the Act of 1896 (Friendly Societies Act, 1908, s. 7). One month is substituted for two months in sec. 80 of the Act of 1896 as the length of notice of an investigation of the affairs of a society on an application for dissolution (Act of 1908, s. 8).

308. ——. Section 5 of the Friendly Societies Act, 1908, amends sec. 56 of the Act of 1896 which relates to the power of members to dispose by nomination of sums payable on death.

308. ——. Any costs or expenses ordered to be paid by the chief or other registrar are recoverable summarily before a Court of summary jurisdiction as a civil debt (Friendly Societies Act, 1908, s. 10).

308. ——. In any complaint under sec. 87 (3) of the Act of 1896, if it is not proved that the person acted with fraudulent intent, he may be ordered to make restitution with costs, and is not liable to conviction. The order is enforceable as an order for the payment of a civil debt recoverable summarily before a Court of summary jurisdiction (Friendly Societies Act, 1908, s. 9). The period of six months imposed by sec. 11 of the Summary Jurisdiction Act, 1848, applies to summary proceedings for the recovery of money under this section (*Mackie* v. *Fox*, 1911, 105 L. T. 523).

308. ——. As to service on, see SERVICE AND DELIVERY herein.

313. Fugitive Offenders.—As to the application of Part I. of the Fugitive Offenders Act, 1881, to Natal, see Order in Council No. 808 of 1906 (St. R. & O. 1906, p. 289).

313. ——. As to applications under sec. 10 of the Fugitive Offenders Act, 1881, see HABEAS CORPUS herein.

314. ——. By Order in Council of March 7, 1913 (St. R. & O. 1913, No. 322), the South African Administration of Justice Act, 1912, has effect in the Union of South Africa as if it were part of the Imperial Act. See also the South Africa Fugitive Offenders Order in Council, 1913 (St. R. & O. 1913, No. 323).

322, 323. Future and After Acquired Property.—*Townshend* v. *Harrowby*, 27 L. J. Ch. 553, and *In re Michell's Trusts*, 9 Ch. D. 5, were not followed in *Tremayne* v. *Rashleigh* (No. 1), [1908] 1 Ch. 681 ; 77 L. J. Ch. 292. See also S. C. (No. 2) (*ibid.*).

323. ——. A covenant to settle after acquired property does not include real property abroad which by the *lex loci* can only be transferred for adequate pecuniary consideration (*In re Pearse's Settlement ; Pearse* v. *Pearse*, [1909] 1 Ch. 304 ; 78 L. J. Ch. 73).

323. ——. As to marriage settlement binding reversionary interests acquired during coverture, but falling into possession after coverture, see *Lloyd* v. *Prichard*, [1908] 1 Ch. 265 ; 77 L. J. Ch. 183.

323. ——. In *In re Williams' Settlement ; Williams* v. *Williams*, [1911] 1 Ch. 441 ; 80 L. J. Ch. 249, it was held that an interest which was contingent at the date of the marriage, and fell into possession during coverture, was caught by a covenant by the wife to settle after-acquired property.

323. ——. As to the binding of gifts by husband to wife, see *In re Ellis's Settlement ; Ellis* v. *Ellis*, [1909] 1 Ch. 618 ; 78 L. J. Ch. 375 ; *In re Plumtre's Settlement ; Underhill* v. *Plumptre*, [1910] 1 Ch. 609 ; 79 L. J. Ch. 340.

326. Gambia.—An Order in Council of June 13, 1913 (St. R. & O. 1913, No. 696), relegates appeals from the Supreme Court of the Gambia to the full Court of the Supreme Court of Sierra Leone.

330. Game Laws.—The tenant of sporting rights may adopt such means on the land as may be necessary to protect his rights in the event of threatened damage to them, *e.g.* by fire (*Cope* v. *Sharpe*, [1910] 1 K. B. 168 ; 79 L. J. K. B. 281). If the means adopted amount to a trespass, such trespass will be justified if it is shown that the means were in fact under the existing circumstances, reasonably necessary. It is not necessary to prove that but for the means adopted the damage anticipated would necessarily have occurred (S. C., [1912] 1 K. B. 496 ; 81 L. J. K. B. 346).

335. ——. In order to constitute the offence of committing a trespass by entering or being on land in pursuit of game under sec. 30 of the Game Act, 1831, 1 & 2 Will. iv. c. 32, the actual physical presence of the defendant on the land is necessary; it is not sufficient if the defendant remains on another person's land and sends his dog on to the land to put up game, even if the game falls on the land and is retrieved by the dog (*Pratt* v. *Martin*, [1911] 2 K. B. 90; 80 L. J. K. B. 711).

335. ——. In the Scotch case of *Nicoll* v. *Strachan*, [1913] S.C. (J) 18, a person shot a rabbit on the public road. The rabbit ran on to private ground, and there died. The shooter sent his dog to retrieve it. It was held that he had trespassed "in search or pursuit of" game within the meaning of sec. 1 of the Game (Scotland) Act, 1832, which corresponds with sec. 30 of the Game Act, 1831.

336. ——. A police officer seized partridge eggs as authorised by sec. 2 of the Poaching Prevention Act, 1862, and prosecuted under sec. 24 of the Game Act, 1831. The conviction was set aside, and the officer was held liable in trover inasmuch as by not prosecuting under the Act of 1862 the seizure was unlawful. The value of the game in sec. 2 of the Act of 1862 is the value at the time at which it ought to be restored, not at the time of seizure (*Stowe* v. *Benstead*, [1909] 2 K. B. 415; 78 L. J. K. B. 837).

336. ——. Section 6 of the Ground Game Act, 1880, 43 & 44 Vict. c. 47, does not apply to the grantee of the right to kill ground game who is not the occupier of the land (*May* v. *Waters*, [1910] 1 K. B. 431; 79 L. J. K. B. 250), but does apply to an occupier who, apart from the Act, has the right to kill ground game owing to the owner not having reserved the sporting rights (*Waters* v. *Phillips*, [1910] 2 K. B. 465; 79 L. J. K. B. 1062).

337. ——. Proceedings for dealing in game without a licence in contravention of the Game Licences Act, 1860, must be taken within six months, the point being governed by sec. 3 of the Excise Act, 1860, and not by sec. 41 of the Game Act, 1831; so held in the Scotch case of *M'Lean* v. *Johnston*, [1913] S.C. (J) 1.

337. ——. Section 4 of the Game Act, 1831, 1 & 2 Will. iv. c. 32, does not apply to live game where the person buying, selling, or having in his house, possession or control, is keeping or intending to keep the game solely for the purpose of breeding or for sale alive, and is licensed to deal in game, or holds a certificate or licence to kill game (Revenue Act, 1911, 1 Geo. v. c. 2, s. 10).

337. ——. Section 27 of the Game Act, 1831, 1 & 2 Will. iv. c. 32, applies to live pheasants which have never been wild, and it is an offence for a person not licensed to deal in game to purchase live tame pheasants from another person who is not so licensed (*Cook* v. *Trevener*, [1911] 1 K. B. 9; 80 L. J. K. B. 118).

342. Gaming (and Wagering).—If a cheque is given in respect of a void gaming transaction and the holder forbears to present it at the request of the drawer, or if payment of a gaming debt is promised in return for a forbearance to report the debtor to his club or some similar consideration, a new contract may be made, and a new and good consideration given (*Hyams* v. *Stuart King*, [1908] 2 K. B. 696; 77 L. J. K. B. 794;

Goodson v. *Baker*, 1908, 98 L. T. 415). *Hyams* v. *Stuart King* was distinguished in *Genforsikrings Aktieselskabet* v. *Da Costa*, [1911] 1 K. B. 137 ; 80 L. J. K. B. 236, the facts in which case are set out *sub tit.* Marine Insurance herein.

In *Whiteman* v. *Newey*, 1912, 28 T. L. R. 240, an agreement to submit a question of a disputed gaming transaction to the committee of Tatersall's, and to pay the amount found due was held to be sufficient to form a new contract, and to prevent the operation of the Gaming Acts. A mere request for time, however, in which to pay, coupled with a promise to pay, is not sufficient to import a new contract (*Hyams* v. *Coombs*, 1912, 28 T. L. R. 413).

342. ——. *Ex parte Pyke*, 1878, 8 Ch. D. 754, was followed in *In re O'Shea ; Ex parte Lancaster*, [1911] 2 K. B. 981 ; 81 L. J. K. B. 70.

342. ——. The owner of money, the proceeds of street betting, which is rendered illegal by the Street Betting Act, 1906, may recover it from the police authorities who have seized it during a raid, on the ground that he has a right of property in the money apart from the manner in which he has acquired it (*Gordon* v. *Metropolitan Police Commissioner*, [1910] 2 K. B. 1080 ; 79 L. J. K. B. 957).

343. ——. A transaction whereby money is subscribed to a "trust" on condition that the recipient should operate in certain stocks and at the end of a specified period should return the money subscribed together with the profits, less 10 per cent. if the stocks stand at a higher figure at the end of the period, is a wagering contract, and a subscriber cannot recover either the profits or the money subscribed (*Richards* v. *Starck*, [1911] 1 K. B. 296 ; 80 L. J. K. B. 213).

345. ——. *Quarrier* v. *Colston*, 1 Ph. 147, was followed in *Saxby* v. *Fulton*, [1909] 2 K. B. 208 ; 78 L. J. K. B. 781, in which it was held that money lent for the purpose of gambling in a country where such gambling is not illegal may be recovered in this country.

346. ——. A person who uses premises for the purposes of a whist drive in which the players pay a fixed sum for their tickets, and out of which prizes are supplied, the balance being retained by the aforesaid person, commits an offence under sec. 4 of the Gaming Houses Act, 1854 (*Morris* v. *Godfrey*, 1912, 106 L. T. 890).

350. Gas.—As to the meaning of "additional repair, etc.," of gas mains and pipes and of "work whereby the traffic on the tramway will be interrupted" in sec. 32 of the Tramways Act, 1870, see *Bristol Gas Co.* v. *Bristol Tramways and Carriage Co.*, [1910] 1 K. B. 114 ; 79 L. J. K. B. 219.

351. ——. A metropolitan county council, acting under sec. 114 of the Metropolis Management Act, 1855, and sec. 82 of the Metropolis Management Amendment Act, 1862, may reinstate a street with stronger or different materials from those previously employed if the alteration is necessary to make and maintain the surface in as good condition as it was before excavation (*Commercial Gas Co.* v. *Poplar Borough Council*, 1906, 94 L. T. 222).

351. ——. A gas company opened a street which was reinstated by the local authority under sec. 114 of the Metropolis Management Act,

1855. The company was held not to be liable for damage caused by the reinstatement being performed negligently (*Cressy* v. *South Metropolitan Gas Co.*, 1906, 94 L. T. 790).

351. ——. For the purposes of gas and water undertakings the soil under a road which has been dedicated to the public becomes land which has been dedicated to the public, and therefore is not within the proviso contained in sec. 7 of the Gasworks Clauses Act, 1847, which only extends to land no part of which has been dedicated to the public (*Schweder* v. *Worthing Gas Light and Coke Co.* (No. 2), [1913] 1 Ch. 118; 82 L. J. Ch. 71).

351. ——. Where a gas company breaks up a road which has been dedicated to the public, but has not been taken over or repaired by the local authority, the company is not bound to give three days' notice before breaking up the road, under sec. 8 of the Gasworks Clauses Act, 1847 (*Redhill Gas Co.* v. *Redhill Rural Council*, [1911] 2 K. B. 565; 80 L. J. K. B. 1062).

351. ——. A tunnel under a road connecting two properties is a building within sec. 7 of the Gasworks Clauses Act, 1847, and a gas company is not entitled to lay or place pipes into, through, or against it without the consent of the owner (*Schweder* v. *Worthing Gas Co.*, [1912] 1 Ch. 83; 81 L. J. Ch. 102).

352. ——. In the Scotch case of *Falkirk Magistrates* v. *Russell*, [1911] S. C. 99, it was held that the fraudulent user of gas which is made punishable by sec. 18 of the Gasworks Clauses Act, 1847, applies only to gas which is not ascertained by meter.

358. Geneva Convention.—The Convention of 1864 has been superseded by that of 1906.

The Geneva Convention Act, 1911, 1 & 2 Geo. v. c. 20, after reciting in the preamble that His Majesty has ratified, with certain reservations, the Convention of 1906, and that it is desirable that those reservations should be withdrawn, enacts that from the commencement of the Act no person may for the purpose of his trade or for any other purpose, without the authority of the Army Council, use the heraldic emblem of the red cross on a white ground formed by reversing the federal colours of Switzerland, or the words, "Red Cross" or "Geneva Cross." Any person acting in contravention of this provision is liable on summary conviction to a fine not exceeding £10, and to forfeit any goods on or in connection with which the emblem or words have been used. In the case of a company or society, every director, manager, secretary, or officer who is knowingly a party to such contravention is liable to a similar penalty, without prejudice to the liability of the company or society. Trade-marks containing the above-mentioned emblem or words which were registered before the passing of the Act are protected for a period of four years. Proceedings under the Act cannot be instituted without the consent of the Attorney-General.

The Act extends to His Majesty's possessions outside the United Kingdom, subject to adaptations made by Order in Council.

390. Glebe; Glebe Lands.—The existing rules under the Glebe Lands Act, 1888, are rescinded and replaced by the Sale of Glebe Land Rules, 1909 (St. R. & O. 1909, No. 953).

395. Gold Coast and Ashanti.—The Ashanti Order in Council, 1901, is amended by the Ashanti Order in Council, 1907 (St. R. & O. 1907, p. 1155).

397. ——. *For* paragraph beginning "*Application of Imperial Acts,*" *read* "The Imperial Coinage Acts have been put in force in the Colony (St. R. &. O. Rev. 1904, vol. ii., 'Coin, Colonies,' p. 114), but under Orders in Council of June 10, 1843; June 30, 1852; and November 28, 1847 (*ibid.* vol. ii. pp. 13–17), various foreign gold coins, including Spanish and South American doubloons, eagles of the United States, and French twenty-franc pieces are current in addition to the Imperial currency. Certain foreign coins were demonetised by Ordinance No. 2 of 1880."

397. Gold Coast—Northern Territories Protectorate.—The Order in Council of September 26, 1901, is amended by the Northern Territories Order, 1907 (St. R. &. O. 1907, p. 182).

398. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909.

404. Goodwill.—As to what amounts to a sale of goodwill, see *M'Farland* v. *Bank of Montreal*, [1911] A. C. 16; 80 L. J. P. C. 83.

426. Ground Game.—As to the persons to whom sec. 6 of the Ground Game Act, 1880, applies, see under GAME LAWS herein.

426. ——. A person who is duly authorised by the owner and occupier of land to take ground game thereon is not prohibited by sec. 6 of the Ground Game Act, 1880, from laying spring traps except in rabbit holes (*Leworthy* v. *Rees*, 1913, 109 L. T. 244).

436. Guarantee.—Where an employer enters into a fidelity bond with another person in respect of the due performance of his duties by a servant, the innocent nondisclosure of the servant's previous defalcations prevents the employer from recovering on the bond (*London General Omnibus Co.* v. *Holloway*, [1912] 2 K. B. 72; 81 L. J. K. B. 603).

436. ——. The fact that a person who promises to answer for the debt of another is interested in the consideration for the promise does not take the promise out of sec. 4 of the Statute of Frauds (*Davys* v. *Buswell*, [1913] 2 K. B. 47; 82 L. J. K. B. 499). In this case the holder of a debenture issued by a trading company verbally promised to pay a contractor the value of goods supplied by him to the company in the event of the company making default. It was held that the promise was within the statute and could not be enforced on the ground that it was not in writing.

436. ——. A guarantee given by a wife to a creditor of the husband without consideration and without independent advice and a proper understanding of the transaction, cannot be enforced (*Chaplin* v. *Brammall*, [1908] 1 K. B. 233; 77 L. J. K. B. 366; see also *Howes* v. *Bishop*, [1909] 2 K. B. 390; 78 L. J. K. B. 796).

438. ——. As to the Statute of Frauds in relation to contracts of guarantee, see further *Shaw* v. *Holland*, [1913] 2 K. B. 15; 82 L. J. K. B. 592, cited *sub tit.* BILLS OF EXCHANGE herein.

441. ——. Where co-sureties guarantee a principal sum, the interest on it, and the premiums on an insurance policy, the three classes of payments constitute only one debt, and therefore if one of the co-sureties pay more than his share of the interest and premiums, he cannot call on the others to contribute until he has paid more than his share of the combined debt (*Stirling* v. *Burdett*, [1911] 2 Ch. 418; 81 L. J. Ch. 49).

443. ——. Where a surety has guaranteed his principal's banking account there is no duty on the part of the bank to communicate to the surety any suspicions that they may entertain that the principal is misapplying the money guaranteed by the surety (*National Provincial Bank of England* v. *Glanusk*, [1913] 3 K. B. 335; 82 L. J. K. B. 1033).

443. ——. If a creditor gives time to the principal debtor without the surety's consent after he has recovered judgment against both the principal debtor and the surety, the surety is not released, and the judgment creditor can issue a bankruptcy notice against the surety if the judgment is not satisfied (*In re Debtor* (No. 14 of 1913), [1913] 3 K. B. 11; 82 L. J. K. B. 907).

472. Habeas Corpus.—The Bechuanaland Protectorate is not a foreign dominion of the Crown within sec. 1 of the Habeas Corpus Act, 1862, 25 & 26 Vict. c. 20, but a foreign country in which His Majesty has jurisdiction (*R.* v. *Crewe; Ex parte Sekgome*, [1910] 2 K. B. 576; 79 L. J. K. B. 874).

473. ——. Section 6 of the Habeas Corpus Act, 1679, 31 Car. II. c. 2, enacts that "for the prevention of unjust vexation by reiterated commitments for the same offence; be it enacted by the authority aforesaid, that no person or persons which shall be delivered or set at large upon any habeas corpus, shall at any time hereafter be again imprisoned or committed for the same offence by any person or persons whatsoever, other than by the legal order and process of such Court wherein he or they shall be bound by recognisance to appear, or other Court having jurisdiction of the cause; and if any other person or persons shall knowingly contrary to this Act recommit or imprison, or knowingly procure or cause to be recommitted or imprisoned for the same offence or pretended offence, any person or persons delivered or set at large as aforesaid, or be knowingly aiding or assisting therein, then he or they shall forfeit to the prisoner or party grieved the sum of five hundred pounds; any colourable pretence or variation in the warrant or warrants of commitment notwithstanding, to be recovered as aforesaid." This section does not apply where the grounds on which the second writ of habeas corpus is objected to are different from those raised on the first writ. A prisoner therefore who had been discharged from custody in India under proceedings similar to habeas corpus, on the ground of an irregularity in the proceedings, was held to be liable to be arrested in this country for the same offence, and to be extradited (*R.* v. *Governor of Brixton Prison; Ex parte Stallmann*, [1912] 3 K. B. 424; 82 L. J. K. B. 8).

486. ——. An application for a writ of habeas corpus by a person committed for removal under the Fugitive Offenders Act, 1881, is a "criminal cause or matter," and no appeal lies from the refusal of such an application. Where, however, the King's Bench Division has refused to issue a writ of habeas corpus, the Court of Appeal has jurisdiction to entertain an application under sec. 10 of the Fugitive Offenders Act, 1881, 44 & 45 Vict. c. 69. It is doubtful, however, if such an application would be competent if an application under sec. 10 had been made in the King's Bench Division (*R.* v. *Governor of Brixton Prison ; Ex parte Savarkar,* [1910] 2 K. B. 1056 ; 80 L. J. K. B. 57).

499. Habitual Criminal.—Part I. of the Prevention of Crime Act, 1908, 8 Edw. VII. c. 59, deals with the reformation of young offenders. This part of the Act is dealt with in Vol. XIV. p. 848.

Part II. deals with habitual criminals. A habitual criminal is a person of whom the jury finds on evidence that since attaining the age of sixteen years he has at least three times previously to the conviction of the crime charged been convicted of a crime, either before or after the passing of the Act, and that he is leading persistently a dishonest or criminal life, or that he has on such a previous conviction been found to be a habitual criminal and sentenced to preventive detention. If it is doubtful whether the prisoner was over sixteen years of age at the date of his first conviction, some evidence of the fact must be given; a statement by the prisoner is sufficient (*R.* v. *Turner,* [1910] 1 K. B. 346 ; 79 L. J. K. B. 176). It is sufficient in an indictment, after charging the crime, to state that the offender is a habitual criminal. As to sufficiency of indictment, see *R.* v. *Smith,* [1910] 1 K. B. 17 ; 79 L. J. K. B. 1. The offender is first arraigned on so much of the indictment as charges the crime. If he pleads or is found guilty, the jury, without being resworn, are charged to inquire if he be a habitual criminal, unless he plead guilty. If the prisoner pleads guilty to a felony and not guilty to the charge of being a habitual criminal, the jury may be sworn as in a trial for felony or misdemeanour. If he pleads or is found guilty of the crime, sentence should not be passed before the jury inquire into the further charge (*R.* v. *Turner* (*supra*)). A charge of being a habitual criminal may not be inserted in an indictment except with the consent of the Director of Public Prosecutions, and unless seven days' notice be given to the proper officer of the Court and the offender. The consent may be proved by a person who received it in the ordinary course of correspondence, who swears that he believes it to be signed by the Director of Public Prosecutions (*R.* v. *Turner* (*supra*)). The consent need not be proved by the prosecution unless it is challenged by the defence (*R.* v. *Waller,* [1910] 1 K. B. 364 ; 79 L. J. K. B. 184). Seven clear days' notice must be given, and its receipt need not be proved by the officer himself ; secondary evidence of the contents of the notice to the offender may be given without giving notice to produce it (*R.* v. *Turner* (*supra*)). The notice to the offender must specify the previous convictions and the other grounds for the charge. Evidence of previous convictions can only be given after evidence that they have been specified in the notice to the offender. At the trial evidence cannot be given of matters not mentioned in the notice to the offender (*R.* v. *Moran,* 1910, 75 J. P. 110 ; *R.* v. *Maxfield,* 1912, 28 T. L. R. 404) ; and if the judge in summing up mentions convictions other than those proved, the conviction will be quashed (*R.* v. *Culliford,* 1911, 75 J. P. 232). The notice should state the general grounds on which it is to be proved that the offender is leading persistently a dishonest or criminal life, but need not state the evidence. In *R.* v. *Webber,* [1913] 1 K. B. 33 ; 82 L. J. K. B. 108, a prisoner was served with a notice, under sec. 10, of an intention to insert in the bill of indictment a charge "that you are a habitual criminal and are leading persistently a dishonest and criminal life." One of the grounds was "that when you were asked to give some account of yourself, in order that you might have an opportunity of showing that you had since the date of your last release from prison been following some honest employment, you declined to give any information which could be verified on the subject." Although this was held not to be a ground on which the prisoner could be convicted under the Act, its insertion was held not to invalidate the notice, inasmuch as it was merely unnecessary notice of the evidence which it was intended to give. Evidence as to his mode of life before his last conviction may be admissible (*R.* v. *Turner* (*supra*)). Evidence of character and repute is admissible, with the leave of the Court. As to the length of interval between the last release from prison and his next arrest, see *R.* v. *Heard*, 1911, 106 L. T. 154. Where the interval is considerable, evidence as to the accused's criminal disposition should be given (*ibid*). The mere failure by a convict on license to report himself is not sufficient to prove that he is leading persistently a dishonest life (*R.* v. *Mitchell*, 1912, 108 L. T. 224). A conviction in a foreign country for an offence which is a crime in all civilised countries is admissible in evidence (*R.* v. *Heard*, *supra*). "Crime" is defined as any felony or the offence of uttering false or counterfeit coin, or of possessing counterfeit gold or silver coin, or the offence of obtaining goods or money by false pretences, or the offence of conspiracy to defraud, or any misdemeanour under sec. 58 of the Larceny Act, 1861. If an offender is found to be a habitual criminal and the Court passes a sentence of penal servitude, and is of opinion that by reason of his criminal habits and mode of life it is expedient for the protection of the public, it may pass a further sentence of preventive detention of not less than five and not more than ten years. Such person is deemed for all purposes, including the Forfeiture Act, 1870, 33 & 34 Vict. c. 23, to be a person convicted of felony (s. 10).

The Court has no power to impose a longer sentence than is justified by the offence in order to give itself power to impose a sentence of preventive detention (*R.* v. *Jones*, 1910, 75 J. P. 125).

Any person sentenced to preventive detention may appeal to the Court of Criminal Appeal without leave (s. 11).

The Secretary of State may, under certain circumstances, commute penal servitude to preventive detention (s. 12). Section 13 regulates the conditions of imprisonment, and secs. 14 and 15 deal with the discharge of prisoners on licence. Section 16 gives power to discharge prisoners absolutely.

The Act came into operation on August 1, 1909, and applies with certain modifications to Scotland (s. 17) and Ireland (s. 18).

511. Harbours.—The decision in *Assheton-Smith* v. *Owen*, [1906] 1 Ch. 179, was affirmed in the House of Lords, see [1907] A. C. 124; 76 L. J. Ch. 308.

511. ——. The liability of a harbour authority for the negligence of its officer is not affected by the fact that the officer is a pilot acting under compulsory statutory authority (*East London Harbour Board* v. *Caledonian Shipping Co.*, [1908] A. C. 271; 77 L. J. P. C. 111).

514. ——. The owners of a ship which is prevented from using a dock because of repairs necessitated by the negligence of another ship have no cause of action against the owners of that other ship (*Anglo-Algerian S. S. Co.* v. *Houlder Line*, [1908] 1 K. B. 659; 77 L. J. K. B. 187).

516. ——. The decisions in *London and India Docks Co.* v. *Thames Lighterage Co.*, 95 L. T. 506, and *M'Dougall* v. *London and India Docks Co.*, 22 T. L. R. 823, were reversed in the House of Lords, see [1909] A. C. 15; 78 L. J. K. B. 90; [1909] A. C. 25; 78 L. J. K. B. 157.

517. ——. In *The Bien*, [1911] P. 40; 80 L. J. P. 59, a sunken vessel was raised under the superintendence of the harbourmaster of the port, who was the servant of the conservators of the river, and to whose orders the master of the vessel was bound to conform. Under his directions the vessel was placed on an oyster bed belonging to the plaintiff. It was held that the conservators were liable for the whole of the damage done to the oyster bed, and that the owner of the vessel was not liable.

536. Hereditaments.—A will directed that the beneficiary should re-settle certain hereditaments of which the testator was tenant for life. At the testator's death real estate so directed to be re-settled had been sold. It was held that the funds representing such real estate were included in the term hereditaments (*In re Gosselin; Gosselin* v. *Gosselin*, [1906] 1 Ch. 120; 75 L. J. Ch. 88).

540. Heriot.—The decision in *Copestake* v. *Hoper*, [1907] 1 Ch. 366, was reversed in the Court of Appeal, see [1908] 2 Ch. 10; 77 L. J. Ch. 610.

541. Highway Authority.—The development and Road Improvement Funds Act, 1909, 9 Edw. VII. c. 47, establishes a Road Board consisting of such number of persons appointed by the Treasury as the Treasury may decide. The Board is a body corporate, with a common seal, with power to hold land without licence in mortmain (s. 7); as to its constitution, see Regulations of May 13, 1910 (St. R. & O. 1910, No. 593). The expenses of the Board are to be defrayed out of the road improvement grant (s. 12); and the Board has power, subject to Treasury control, to borrow on the security of that grant up to £200,000, including interest. If the grant is insufficient the balance is to be charged on the Consolidated Fund (s. 13). By sec. 90 of the Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, there is to be paid into the road improvement grant out of the Exchequer a sum equal to the net proceeds, after deducting the cost of collection and any sums due to any local taxation accounts, of the duties on motor car licences and motor spirit.

The Road Board may, with the approval of the Treasury—(*a*) make advances to county councils and other highway authorities in respect of the construction of new roads or the improvement of existing roads; (*b*) construct and maintain any new roads which appear to the Board to be required for facilitating road traffic. Where advances have been made to highway authorities in respect of the construction of new roads, the Road Board may also contribute towards the cost of their maintenance. The sums expended by the Road Board out of income on the construction of new roads or the acquisition of land, or in respect of any loan raised for any such purpose, must not in any year exceed one-third of the estimated receipts of the Road Board for that year. An advance to a highway authority may be either by way of grant or by way of loan, or partly in one way and partly in the other. For the purposes of the Act the expression "improvement of roads" includes the widening of any road, the cutting off the corners of any road where land is required to be purchased for that purpose, the levelling of roads, the treatment of a road for mitigating the nuisance of dust, and the doing of any other work in respect of roads beyond ordinary repairs essential to placing a road in a proper state of repair; and the expression "roads" includes bridges, viaducts, and subways (s. 8).

Every road constructed by the Road Board under the provisions of the Act is a public highway, and the enactments relating to highways and bridges apply to such roads accordingly, except that every such road is maintainable by and at the cost of the Road Board, and for the purpose of the maintenance, repair, improvement, and enlargement of or dealing with any such road, the Board has the same powers (except the power of levying a rate) and is subject to the same duties as a county council as respects main roads, and may further exercise any powers vested in a county council for the purposes of the maintenance and repair of bridges, and the Road Board has the same powers as a county council for the preventing and removing of obstructions. Communications between a road or path and a road constructed by the Road Board shall be made in manner to be approved by the Road Board. The Road Board and any highway authority in whose district any part of any such road is situate may contract for the undertaking by such authority of the maintenance and repair of the part of such road in their district; and, for the purposes of such undertaking, the highway authority shall have the same powers and be subject to the same duties and liabilities as if the road were a road vested in the highway authority.

Before the Treasury approve of the construction of a new road by the Road Board, they must consult with the Local Government Board and satisfy themselves that notice of the intention to construct the road has been sent by the Road Board to every highway authority in the area of which any part of the proposed road will be situate, and must consider any objections to the proposed road which they may receive from any such authority (s. 9).

Where the Road Board make an advance to a highway authority in respect of the construction of a new road, the Board may authorise the authority to construct the road, and where so authorised the highway authority has power to construct the road, and any expenses of the authority, so far as not defrayed out of the advance, are to be defrayed as expenses incurred by the authority in exercise of their powers as highway authority. Where the highway authority to whom the advance is made are a county council, the new road, when constructed, is to be a main road, and in any other case is to be a highway repairable by the inhabitants at large. The maintenance of any such road within the administrative county of London devolves upon the local authority responsible for the maintenance of streets and roads in whose district the same is situate (s. 10).

Where the Treasury have approved a proposal by the Road Board to construct a new road under the Act, the Board may acquire land for the purpose, and may, in addition, acquire land on either side of the proposed road within 220 yards from the middle of the proposed road.

Where a highway authority are authorised to construct a new road under the Act, or an advance is made to such an authority in respect of the improvement of an existing road, the authority may acquire land for the purpose of such construction or improvement. For the purpose of the purchase of land by agreement by the Road Board or a highway authority the Lands Clauses Acts are incorporated, except the provisions of those Acts with respect to the purchase and taking of land otherwise than by agreement, and sec. 178 of the Public Health Act, 1875, applies as if the Road Board and the highway authority were referred to therein. Where the Road Board or any highway authority are unable to acquire by agreement on reasonable terms any land which they consider necessary, they may apply to the Development Commissioners for an order empowering them to acquire the land compulsorily in accordance with the provisions of the Schedule to the Act, and the Commissioners have power to make such an order. The provisions of Part I. of the Act, prohibiting the compulsory acquisition of the classes of land mentioned in subsec. (2) of sec. 5, apply to the acquisition by the Road Board of land on either side of a road proposed to be constructed by the Board (see Development Fund herein). The Road Board have full power, with the approval of the Treasury, to sell, lease, and manage any land acquired by them under the Act and not required for the new road, and any receipts derived from any such land, so far as they are applied for the purposes of the construction of new roads, are not treated as part of the expenditure of the Road Board on new roads for the purpose of the provisions of the Act limiting the amount of expenditure of the Road Board on new roads (s. 11).

The Development and Road Improvement Funds Act, 1910, 10 Edw. vii. c. 7, sec. 2, provides for pensions and superannuation allowances for members of the Road Board and officials.

543. —— As to evidence of dedication, see *Att.-Gen.* v. *Watford Rural District Council*, [1912] 1 Ch. 417 ; 81 L. J. Ch. 281, and *Tottenham Urban Council* v. *Rowley*, [1912] 2 Ch. 633 ; 82 L. J. Ch. 83.

546. Highways.—For the provisions of the Public Health Acts Amendment Act, 1907, 7 Edw. vii. c. 53, see Street herein.

546. ——. As to provision of new means of access to highways for cattle, beasts of burden, and wheeled carriages, see Public Health Acts Amendment Act, 1907, 7 Edw. vii. c. 53, sec. 18. As to extent of Act, see secs. 2 (2) and 3.

548. ——. *Chorley Corporation* v. *Nightingale*, [1907] W. N. 167, is now reported in [1907] 2 K. B. 637 ; 76 L. J. K. B. 1003.

549. ——. A railway company with power to sell land may dedicate it to the public, although there may be a right of pre-emption on the part of adjoining owners (*Coats* v. *Hereford County Council*, [1909] 2 Ch. 579 ; 78 L. J. Ch. 781). See *ibid.* as to evidence of dedication.

549. ——. A railway company may dedicate a way to the public over its property including its line, provided the dedication is not incompatible with its statutory powers and obligations. A highway dedicated by a railway company before 1868 is not extinguished by sec. 23 of the Regulation of Railways Act, 1868, 31 & 32 Vict. c. 119 (*Arnold* v. *Morgan*, [1911] 2 K. B. 314 ; 80 L. J. K. B. 955).

549. ——. A railway company cannot dedicate to the public a perpetual right of way over land acquired by them under compulsory powers which is used for the purposes of their undertaking, or which will naturally be so used in the future. Where, however, land over which there is a right of way is acquired by a company by agreement, and not under its compulsory powers, the right of way is not extinguished (*Great Central Railway* v. *Balby-with-Hexthorpe Urban District Council*, [1912] 2 Ch. 110 ; 81 L. J. Ch. 596).

549. ——. In *Kirby* v. *Paignton Urban Council,* [1913] 1 Ch. 337; 82 L. J. Ch. 198, it was held that where an owner laid out a new street in an urban district, where there was a local by-law which required that no person should begin to build in a new street until the whole of the street should have been defined to the satisfaction of the local authority, and granted the right to use such street to purchasers of building plots thereon in consideration of a yearly sum for its upkeep until it should be taken over by the local authority, there was no presumption of dedication. It was further held that the fact that the local authority had cleansed and policed the street did not affect the question. It was further held that the fact that persons used the street for the purpose of committing a trespass on land lying at the farther end of it did not raise any presumption of dedication.

551. ——. In an appeal to quarter sessions under sec. 89 of the Highways Act, 1835, if the jury find that the appellant is aggrieved, the appeal must be allowed, even if the jury also find that the proposed highway would be more commodious to the public (*Walker* v. *York Corporation,* [1906] 1 K. B. 724; 75 L. J. K. B. 413).

553. ——. Section 23 of the Highway Act, 1835, applies to the repair of highways which have become such otherwise than by the intentional dedication of the owner of the soil, and unless it is proved that the requirements of the section have been complied with the highway is not repairable by the inhabitants at large (*Cababé* v. *Walton-upon-Thames District Council,* [1913] 1 K. B. 481; 82 L. J. K. B. 133).

553. ——. As to evidence of dedication and sec. 23 of the Highway Act, 1835, see *Att.-Gen.* v. *Watford Rural District Council,* [1912] 1 Ch. 281; 81 L. J. Ch. 281; *Tottenham Urban Council* v. *Rowley,* [1912] 2 Ch. 633; 82 L. J. Ch. 83.

553. ——. A highway authority may, under sec. 148 of the Public Health Act, 1875, and sec. 25 of the Local Government Act, 1894, agree with a person who is liable to repair a road *ratione tenuræ* to be responsible for ever for the maintenance, repair, cleansing or watering of the road. The result of such an agreement is absolutely and for ever to free the land and its owners or occupiers from all liability in respect of the road (*In re Stamford and Warrington* (*Earl*); *Payne* v. *Grey,* [1911] 1 Ch. 648; 80 L. J. Ch. 361).

555. ——. If a railway company is under a statutory duty to repair a bridge and the roadway over it, and neglect to perform the duty, the highway authority cannot repair the roadway and recover the cost from the railway company. In such a case the highway authority acts as a mere volunteer (*Macclesfield Corporation* v. *Great Central Railway,* [1911] 2 K. B. 528; 80 L. J. K. B. 884).

555. ——. As to sec. 54 of the Highways Act, 1835, see *R.* v. *Bradford,* [1908] 1 K. B. 365; 77 L. J. K. B. 475.

555. ——. The failure of a highway authority while engaged in making up a roadway, to take necessary steps to render the operation safe is a misfeasance and not a non-feasance (M'*Clelland* v. *Manchester Corporation,* [1912] 1 K. B. 118; 81 L. J. K. B. 98).

558. ——. Where a fund is settled for the object of repairing a bridge, it continues to be so applicable notwithstanding that the Legislature subsequently casts the duty on a public body (*In re Hall's Charity*, 1911, 10 L. G. R. 11).

559. ——. Where a district council, acting under sec. 26 of the Local Government Act, 1894, aid members of the public to maintain an action claiming a right of way, they may be joined as parties to the action. If the Council have asserted the existence of the right of way, the landowner may obtain a declaratory judgment against them declaring that the way does not exist, and an injunction to restrain them from exercising any such alleged right, although the servants and agents of the council have not entered on the land in question (*Thornhill* v. *Weeks* (No. 1), [1913] 1 Ch. 438 ; 82 L. J. Ch. 299). In such a case the district council, having been added as defendants, if they do not wish to take an active part in the suit, may assert in their defence that the right of way is neither claimed nor denied by them. Such a pleading does not transgress Ord. XIX. r. 27, or Ord. XXIX. r. 4, but it would appear that the defendant council would be liable for costs in the event of the plantiff succeeding (*Thornhill* v. *Weeks* (No. 2), [1913] 2 Ch. 464 ; 82 L. J. Ch. 485).

561. ——. Presumptions as to the extent of a public right of way over land at the side of a highway are to be drawn from all the circumstances of the case at the time when the question of the right arises, and not from circumstances which existed previously. If the lord of a manor encloses a strip of land alongside a public highway, a presumption arises that the portion between the fence and the metalled portion of the road is dedicated to the public (*Copestake* v. *West Sussex County Council*, [1911] 2 Ch. 331 ; 80 L. J. Ch. 673). In this case the meaning of the expression " common or waste land on the side or sides of any turnpike road " in sec. 118 of the Turnpike Roads Act, 1822, was discussed.

As to the value of a tithe map as evidence of the extent of the public right of way, see EVIDENCE herein.

563. ——. In *Campbell* v. *Paddington Borough Council*, [1911] 1 K. B. 869 ; 80 L. J. K. B. 739, a local authority erected a stand in a street, which stand was a nuisance, and prevented the plaintiff from letting her windows to persons desiring to see a public procession. The plaintiff was held to be entitled to damages from the local authority.

563. ——. *Chapman* v. *Fylde Waterworks Co.*, [1894] 2 Q. B. 599 ; 64 L. J. K. B. 15, does not apply to such service pipes as are included in sec. 8 of the Metropolitan Water Board (Charges) Act, 1907, which imposes an obligation on owners or occupiers requiring a supply of water to provide and maintain the communication pipes and other apparatus. The defendants were therefore held not to be liable for damages resulting from the defective state of a stopcock provided before the date of the Act (*Batt* v. *Metropolitan Water Board*, [1911] 2 K. B. 965 ; 80 L. J. K. B. 1354).

563. ——. As to subsidence of highway caused by working minerals, see MINES AND MINERALS, Vol. IX. p. 253, and herein.

563. ——. After *Kent County Council* v. *Folkestone Corporation*, [1905] 1 K. B. 620, add a reference to *Bromley Rural Council* v. *Croydon Corporation*, [1908] 1 K. B. 353 ; 77 L. J. K. B. 335 ; *Carlisle Rural Council* v. *Carlisle Corporation*, [1909] 1 K. B. 471 ; 78 L. J. K. B. 307 ; *Reigate Rural Council* v. *Sutton District Water Co.*, 1909, 78 L. J. K. B. 315.

564. ——. After *Etherley Grange Coal Co.* v. *Auckland D. H. B.*, [1894] 1 Q. B. 37, add a reference to *Geirionydd Rural Council* v. *Green*, [1909] 2 K. B. 845 ; 78 L. J. K. B. 1039.

564. ——. A defendant in an action for extraordinary traffic may inspect the highway authority's books referring to the highway in question, but not those referring to other highways. He is not entitled to inspection by an engineer (*Bromley Rural Council* v. *Chittenden*, 1906, 70 J. P. 409 ; 4 L. G. R. 967).

564. ——. In order to succeed in an action for extraordinary damage under sec. 23 of the Highways and Locomotives (Amendment) Act, 1878, as amended by sec. 12 of the Locomotives Act, 1898, the plaintiffs must prove that the expenses of repair are extraordinary having regard to the average expense of repairing similar highways in the neighbourhood (*Billericay Rural District Council* v. *Poplar Union*, [1911] 2 K. B. 801 ; 80 L. J. K. B. 1241).

564. ——. If in an action to recover damages for extraordinary traffic, the highway authority alleges that a particular sum is the average cost of repairing similar roads in the neighbourhood, the authority must give particulars of the roads in question and of the average cost of repairing each of them (*Colchester Corporation* v. *Gipp*, [1912] 1 K. B. 477 ; 81 L. J. K. B. 356). In this case the Court preferred the decision in *Billericay Rural District Council* v. *Poplar Union*, [1911] 2 K. B. 801 ; 80 L. J. K. B. 1241, to that in *Bromley Rural Council* v. *Chittenden*, 1906, 70 J. P. 409.

564. ——. In an action to recover expenses caused by extraordinary traffic, it was held that the defendants were entitled to particulars of the average expense of repairing similar highways in the neighbourhood for the five previous years, but not to particulars of the average expense of repairing the highway in question. The decision does not affect the right of the defendant to inspection (*Morpeth Rural Council* v. *Bullocks Hall Colliery Co.*, [1913] 2 K. B. 7 ; 82 L. J. K. B. 547).

564. ——. Section 1 of the Public Roads (Ireland) Act, 1911, 1 & 2 Geo. v. c. 45, gives power to local authorities in Ireland to recover the expenses of extraordinary traffic.

564. ——. In order to support a conviction for a nuisance for obstructing a highway, there must be a finding that the obstruction was in fact a nuisance (*R.* v. *Bartholomew*, [1908] 1 K. B. 554 ; 77 L. J. K. B. 275).

566. ——. When the driver of a vehicle who is on the wrong side of the road signals to the driver of another vehicle to pass him on the wrong side of the road, he does not commit an offence under sec. 78 of the Highway Act, 1835 (*Nuttall* v. *Pickering*, [1913] 1 K. B. 14 ; 82 L. J. K. B. 36).

566. ——. In prohibiting the laying of any timber, stone, etc., on a highway, sec. 72 of the Highways Act, 1835, creates only two offences—(1) placing matter on the highway to the injury of the highway ; the other, placing matter on the highway to the injury, interruption, or personal danger of persons using the highway. Therefore a conviction for having placed matter on a highway " to the interruption and personal danger of any person travelling thereon" is not bad for duplicity (*Smith* v. *Perry*, [1906] 1 K. B. 262 ; 75 L. J. K. B. 124).

566. ——. The driver of a carriage may be convicted under sec. 78 of the Highways Act, 1835, for "leaving" a carriage on the highway so as to obstruct the passage thereof, although there is someone in attendance (*Hinde* v. *Evans*, 1907, 96 L. T. 20).

568. Hinde Palmer's Act.—It has been held in the Irish case of *Olpherts* v. *Coryton*, [1913] 1 I. R. 211, that as the result of Hinde Palmer's Act, an executor may retain a simple contract debt owing to him as against both specialty and simple contract debts.

571. Hiring Agreement.—*Bentley* v. *Metcalfe*, *for* "[1906] 1 K. B. 548," *read* "[1906] 2 K. B. 548."

574. ——. *Gough* v. *Wood*, [1894] 1 Q. B. 713, was distinguished in *Ellis v. Hobson*, [1908] 1 K. B. 388 ; 77 L. J. K. B. 251, cited *supra*, *sub tit.* FIXTURES.

575. ——. If an agreement is a hiring with an option to purchase, and not a contract of sale, the owner, if he takes possession, does not forfeit the right to sue for arrears of rent (*Brooks* v. *Beirnstein*, [1908] 1 K. B. 98 ; 78 L. J. K. B. 243, distinguishing *Hewison* v. *Ricketts*, 1894, 63 L. J. Q. B. 711).

603. Horses.—As to warranty, see further *Heilbut* v. *Buckleton*, [1913] A. C. 30 ; 82 L. J. K. B. 245, cited *sub tit.* warranty herewith, in which case it was held by the House of Lords that where a statement made by a vendor to a warranty amounts to a warranty or not depends on the intention of the parties, which intention is to be deduced by the whole evidence.

614. Hotchpot.—*In re Whiteford*, [1903] 1 Ch. 889, was overruled in *In re Davy ; Hollingsworth* v. *Davy*, [1908] 1 Ch. 61 ; 77 L. J. Ch. 67, in which case interest was calculated at 4 per cent.

614. ——. Under an ordinary hotchpot clause in a marriage settlement, one of the children was held liable to bring into hotchpot money appointed to her on her marriage, in which the appointor had surrendered her life interest (*In re Kelly's Settlement Trusts ; Gustard* v. *Berkeley*, [1910] 1 Ch. 78 ; 79 L. J. Ch. 60).

614. ——. As to interest on advancements under a hotchpot clause in a will, see *In re Willoughby ; Willoughby* v. *Decies*, [1911] 2 Ch. 581 ; 80 L. J. Ch. 562.

615. House of Commons.—For the provisions of the Parliament Act, 1911, see HOUSE OF LORDS herein.

621. House of Lords.—The Parliament Act, 1911, 1 Geo. v. c. 13, makes provision for regulating the relations between the two Houses of Parliament. The preamble states that it is intended to substitute for the House of Lords as it at present exists a Second Chamber constituted on a popular, instead of an hereditary, basis, but that such substitution cannot be immediately brought into operation ; that provision will hereafter require to be made in a measure effecting such substitution for limiting and defining the powers of such new Second Chamber, but that it is expedient to make such provision as appears in the Act for restricting the existing powers of the House of Lords.

Section 1 deals with Money Bills. If a Money Bill which has been passed by the House of Commons and sent up to the House of Lords at least one month before the end of the session, is not passed by the House of Lords without amendment within one month after it is so sent up, it shall, unless the House of Commons direct to the contrary, be presented to the Sovereign and become an Act of Parliament on receiving the Royal Assent, notwithstanding that the House of Lords has not consented to it.

A Money Bill is a Public Bill which in the opinion of the Speaker of the House of Commons contains only provisions dealing with all or any of the following subjects :—the imposition, repeal, remission, alteration or regulation of taxation ; the imposition for the payment of debt or other financial purposes of charges on the Consolidated Fund, or on money provided by Parliament, or the variation or repeal of any such charges ; supply ; the appropriation, receipt, custody, issue or audit of accounts of public money; the raising or guarantee of any loan, or the payment thereof; subordinate matters incidental to the above matters, or any of them. The expressions, "taxation," "public money," and "loan," do not here include taxation, money or loan raised by local authorities or bodies for local purposes.

Every Money Bill, when sent up to the House of Lords and when presented to the Sovereign for assent, must bear a certificate signed by the Speaker of the House of Commons that it is a Money Bill. Before giving his certificate the Speaker is, if practicable, to consult two members appointed from the Chairman's Panel at the beginning of each session by the Committee of Selection.

Other Public Bills are dealt with by sec. 2. If a Public Bill (other than a Money Bill, or a Bill to extend the maximum duration of Parliament beyond five years) is passed by the House of Commons in three successive sessions (whether of the same Parliament or not) and, having been sent up to the House of Lords at least one month before the end of the session, is rejected by the House of Lords in each of those sessions, it shall, on its rejection for the third time, unless the House of Commons direct to the contrary, be presented to the Sovereign and become an Act of Parliament on receiving the Royal Assent, notwithstanding that the House of Lords have not consented to it. This provision does not take effect unless two years elapse between the date of the second reading in the first of the sessions of the Bill in the House of Commons and the date on which it passes the House of Commons in the third of those sessions.

When a Bill, which has been so rejected by the House of Lords, is presented to the Sovereign for assent, it must bear a certificate signed by the Speaker of the House of Commons that the above provisions have been complied with.

A Bill is "rejected" by the House of Lords if it is not passed by that House either without amendment, or with such amendments only as may be agreed to by both Houses.

A Bill is deemed to be the same Bill as a former Bill sent up to the House of Lords in the preceding session if, when it is so sent up, it is identical with the former Bill, or contains only such alterations as are certified by the Speaker of the House of Commons to be necessary owing to the time which has elapsed since the date of the former Bill, or to represent any amendments made by the House of Lords in the preceding session; any amendments which are certified by the Speaker of the House of Commons to have been made by the House of Lords in the third session and agreed to by the House of Commons are to be inserted in the Bill as presented for the Royal Assent.

The House of Commons may on the passage of a Bill through the House in the second or third session suggest any further amendments without inserting them in the Bill. Any such suggested amendments are to be considered by the House of Lords, and, if agreed to by that House, are treated as amendments made by the House of Lords and agreed to by the House of Commons; but the exercise of this power by the House of Commons does not affect the operation of the section in the event of the Bill being rejected by the House of Lords.

By sec. 3 any certificate given by the Speaker is conclusive, and cannot be questioned in any Court of law.

In Bills presented to the Sovereign under the provisions of the Act, the words of enactment are as follows:

"Be it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Commons in this present Parliament assembled, in accordance with the provisions of the Parliament Act, 1911, and by authority of the same, as follows."

An alteration of a Bill necessary to give effect to this section is not deemed to be an amendment of the Bill (s. 4).

"Public Bill" does not include a Bill for confirming a Provisional Order (s. 5).

The Act does not diminish or qualify the existing rights and privileges of the House of Commons (s. 6).

By sec. 7 the maximum duration of Parliament is fixed at five years.

623. ——. The number of Lords of Appeal in Ordinary is increased by two by sec. 1 of the Appellate Jurisdiction Act, 1913, 3 & 4 Geo. v. c. 21.

630. House Tax.—The fact that the husband or wife of a caretaker, or any other member of his family, or his servant, dwells in a house with him, does not of itself deprive the house of exemption under Sched. B, case 5, of the House Tax Act, 1808, or s. 13 (2) of the Customs and Inland Revenue Act, 1878 (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 15).

630. ——. *Browne* v. *Frutado*, [1903] 1 K. B. 723; 72 L. J. K. B. 296, was followed in *Reith* v. *Westminster School*, [1913] 3 K. B. 129; 82 L. J. K. B. 861.

631. ——. Line 36, *for* "[1900] 2 Q. B. 375," *read* "[1900] 2 Q. B. 735."

633. Housing of the Working Classes.—The provisions of the Housing of the Working Classes Acts have been considerably altered by the Housing, Town Planning, etc., Act, 1909, 9 Edw. VII. c. 44, *q.v.*

634. ——. The Court will restrain a local authority from acting on a closing order obtained under sec. 17 of the Housing, Town Planning, etc., Act, 1909, where the closing order omits a material part of the statutory form (*Rayner* v. *Stepney Corporation*, [1911] 2 Ch. 312; 80 L. J. Ch. 678; 105 L. T. 362; 75 J. P. 468).

634. ——. As to the right of an appellant under sec. 17 (6) of the Housing, Town Planning, &c., Act, 1909, to be heard personally on his appeal, see *R.* v. *Local Government Board; Ex parte Arlidge*, 1913, 11 L. G. R. 1186; 30 T. L. R. 6.

634. ——. In the Scotch case of *Kirkpatrick* v. *Maxwelltown Town Council*, [1912] S. C. 288, the following points were decided under sec. 17 (2) of the Housing, Town Planning, &c., Act, 1909, with reference to closing orders. 1. A tenement of dwelling-houses is a dwelling-house within the meaning of the Act. 2. A closing order need not differentiate so as to specify whether a house is "dangerous" or "injurious to health." 3. A closing order which is in the statutory form need not contain a statement of the grounds on which it is issued. 4. A local authority need not exercise its statutory powers under sec. 15 of requiring remedial works, and need not afford the owner an opportunity of being heard, before issuing a closing order.

In *Johnston's Trustees* v. *Glasgow Corporation*, [1912] S. C. 300, another Scotch case, it was held that the power given to the Sheriff (in England, the Local Government Board under sec. 39) to state a special case "at any stage of the proceedings on appeal" must be exercised during the hearing of the appeal, and cannot be exercised after the decision has been given.

As to what are "back to back" houses within sec. 43 of the Act, see *Murrayfield Real Estate Co.* v. *Edinburgh Magistrates*, [1912] S. C. 217).

638. Humber Rules.—The Humber Rules, 1910 (St. R. & O. 1910, No. 832), repeal those previously in force.

643. Husband and Wife.—A dowress's right to one-third of the rent and profits is not dependent on her right to have dower assigned to her, and therefore if she has enjoyed the one-third from the heir, she is not prejudiced through not having claimed an assignment. The action for assignment of dower is not within the Real Property Limitation Acts, 1833 and 1874, but may be barred by *laches* (*Williams* v. *Thomas*, [1909] 1 Ch. 713; 78 L. J. Ch. 473).

645. ——. Line 5, *for* "1878," *read* "1877."

647. ——. Line 14 from foot, *for* "or," *read* "of."

648. ——. A wife's dresses purchased out of money supplied by her husband are *prima facie* her property, and cannot be claimed by him as paraphernalia (*Masson* v. *De Fries*, [1909] 2 K. B. 831; 79 L. J. K. B. 24).

656. ——. A married woman having separate property is liable for the maintenance of her parents in the same way as a *feme sole* (Married Women's Property Act, 1908, 8 Edw. VII. c. 27). *Pontypool Guardians* v. *Buck*, [1906] 2 K. B. 896; 76 L. J. K. B. 66, is no longer law. The Act came into force on January 1, 1909. It only applies to England and Wales.

661. ——. Section 7 of the Conveyancing Act, 1911, 1 & 2 Geo. V. c. 37, repeals sec. 39 of the Conveyancing Act, 1881, and enacts the following provision in its place:—"Where a married woman is restrained from anticipation or from alienation in respect of any property or any interest in property belonging to her, or is by law unable to dispose of or bind such property or her interest therein, including a reversionary interest arising under her marriage settlement, the Court may, if it thinks fit, where it appears to the Court to be for her benefit, by judgment or order, with her consent, bind her interest in such property." The section only applies to judgments or orders made after January 1, 1912.

662. ——. The statement of law in *Hudson* v. *Carmichael*, 1854, Kay, 613, 620, is not affected by the case of *Paget* v. *Paget*, [1898] 1 Ch. 474, 475. The inference that the debt is that of the husband, and that the wife's property is a surety for it, may be rebutted by evidence that the money was in fact paid to the wife so as to become her separate property, or that it was applied by him for her benefit (*Hall* v. *Hall*, [1911] 1 Ch. 487; 80 L. J. Ch. 340).

663. ——. If a husband purchase a house and has it conveyed to himself and his wife as joint tenants, the doctrine of advancement applies, and the wife is entitled as a joint tenant even after she has obtained a decree of nullity (*Dunbar* v. *Dunbar*, [1909] 2 Ch. 639; 79 L. J. Ch. 70).

670. ——. Under sec. 26 of the Matrimonial Causes Act, 1857, a husband is not liable for a tort committed by his wife during coverture if a decree for judicial separation has been obtained before judgment (*Cuenod* v. *Leslie*, [1909] 1 K. B. 880; 78 L. J. K. B. 695).

673. ——. Line 17, *for* "*In re Lyons*," *read* "*In re Lynes*."

677. ——. In *Swan and Edgar* v. *Mathieson*, 1911, 103 L. T. 832, Darling, J., held that the ostensible authority given by a husband to his wife to pledge his credit only continues while she is living with him as a virtuous wife, and ceases if she leaves him and lives with another man. Bucknill, J., held that the authority only extended to goods delivered to the house where she was living with her husband.

678. ——. Line 19, *for* "of," *read* "if."

680. ——. Line 12, *for* "490," *read* "499."

680. ——. As to the liability of a wife as guarantee for her husband, see *Chaplin* v. *Brammall*, [1908] 1 K. B. 233; 77 L. J. K. B. 366, cited *sub tit.* GUARANTEE herein, and *Howes* v. *Bishop*, [1909] 2 K. B. 390; 78 L. J. K. B. 796 (promissory note).

680. ——. By sec. 12 of the Bankruptcy and Deeds of Arrangements Act, 1913, 3 & 4 Geo. v. c. 34, every married woman who carries on a trade or business, whether separately from her husband or not, is subject to the bankruptcy laws as if she were a *feme sole* (subsec. 1). Where a married woman carries on a trade or business and a final judgment or order has been obtained against her, whether expressed to be payable out of her separate property or not, the judgment or order is available for bankruptcy proceedings against her by a bankruptcy notice as if she were personally bound to pay the judgment debt or sum ordered to be paid (subsec. 2). Where a bankrupt married woman has separate property subject to a restraint on anticipation, the Court may, on the application of the trustee, order that the whole or some part of the income be paid to the trustee for distribution among the creditors. In exercising this power the Court is to have regard to the means of subsistence available for herself and her children (subsec. 3). The husband of a bankrupt married woman is not entitled to claim any dividend in respect of money or other estate lent or entrusted to her for the purpose of her trade or business until all claims of the other creditors for valuable consideration in money or money's worth have been satisfied (subsec. 4).

680. ——. The case of *In re Helsby*, 63 L. J. Q. B. 261, was considered in *In re Simon*, quoted *sub tit.* BANKRUPTCY, *ante*, p. 34.

682. ——. Add a reference to TRUSTS, Vol. XIV. p. 296, where the provisions of the Married Women's Property Act, 1907, 7 Edw. VII. c. 18, enabling a married woman who is a trustee to dispose of real or personal estate as if she were a *feme sole* will be found.

VOLUME VII.

27. Images in Churches.—The erection of a figure of the Saviour, represented as standing and in the act of blessing, the figure to be sculptured in stone in high relief under life size, about 5 feet high, and surrounded by a frame containing representations of angels, was sanctioned in *In re Christ Church, Ealing*, [1906] P. 289.

32. Immigration.—An order of February 19, 1912 (St. R. & O. 1912, No. 174), defines the duties of masters of ships as to giving particulars of alien passengers under sec. 5 (1) of the Aliens Act, 1905, and Order No. 565 of 1910 deals with legal aid for immigrants on appeal.

43. Impressment (Carriages, Animals, Vessels).—The power of requisitioning carriages, horses, and vessels in case of emergency is extended so as to include the power of requisitioning aircraft of all descriptions. Army (Annual) Act, 1913, 3 Geo. v. c. 2, sec. 5.

50. Improvements, Compensation for.—*For* "LANDLORD AND TENANT," *read* "TENANT RIGHT."

52. Incest.—The Punishment of Incest Act, 1908, 8 Edw. VII. c. 45, makes incest an indictable misdemeanour.

By sec. 1 it is a misdemeanour for any male to have carnal knowledge of a female who is to his knowledge his granddaughter, daughter, sister, or mother, punishable by penal servitude for from three to seven years, or imprisonment not exceeding two years, with or without hard labour. If the female is under 13 years of age the male is liable to the same punishment as that under sec. 4 of the Criminal Law Amendment Act, 1885, 48 & 49 Vict. c. 69 (see Vol. XII. p. 304). Consent is immaterial. The attempt is a misdemeanour, punishable by imprisonment not exceeding two years with or without hard labour. If the female is under twenty-one and is under any authority of the offender, the Court may divest him of such authority and appoint a guardian. The High Court may vary or rescind any order appointing a guardian.

It is a misdemeanour for any female to consent and permit her grandfather, father, brother, or son, knowing him to be such, to have carnal knowledge of her, punishable with penal servitude for from three to seven years, or imprisonment not exceeding two years, with or without hard labour (s. 2).

Brothers and sisters of the half-blood are included, and the relationships need not be traced through lawful wedlock (s. 3).

The Vexatious Indictments Act, 1859, 22 & 23 Vict. c. 17, applies to offences under the Act. The offences under the Act are not triable at quarter sessions. On an indictment for rape a prisoner may be found guilty under the Act, and on an indictment under the Act he may be found guilty of an offence under sec. 4 or 5 of the Criminal Law Amendment Act, 1885 (see Vol. XII. p. 304). The wife or husband of the person charged may be called as a witness for the prosecution or defence, without the consent of the person charged (s. 4).

All proceedings under the Act are held *in camera* (s. 5).

In *R.* v. *Ball*, [1911] A. C. 47 ; 80 L. J. K. B. 689, a brother and sister were indicted under the Act. Evidence of previous acts of incest were held admissible as establishing that the defendants had a guilty passion, and as rebutting the defence of innocent relationship.

The consent of the Attorney-General is required for a prosecution under the Act unless it is commenced by or on behalf of the Director of Public Prosecutions (s. 6).

The Act, which came into force on January 1, 1909, does not apply to Scotland.

53. **Incidental.**—After *Cardigan* v. *Curzon-Howe*, 1889, 41 Ch. D. 375 ; 58 L. J. Ch. 436, add *In re Peel's Settled Estates*, [1910] 1 Ch. 389 ; 79 L. J. Ch. 233.

56. **Inclosure Acts.**—As to the liability to maintain and repair private roads through lands enclosed under the Act of 1845, see *Reynolds* v. *Barnes*, [1909] 2 Ch. 361 ; 78 L. J. Ch. 841.

56. ——. See *St. Catherine's College, Cambridge* v. *Greensmith*, [1912] 2 Ch. 280 ; 81 L. J. Ch. 555, as to the right of the Lord of the manor to minerals under an award under an Inclosure Act.

60. **Income Tax.**—The Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, altered the rate of income tax for the year 1909–10 to 1s. 2d. in the £. Provision is made for the tax on dividends, etc., paid before the Act came into force (s. 65 (4)).

The same Act (s. 66) imposes an additional super-tax on individuals whose incomes from all sources exceed £5000, of 6d. in the £ on the excess of the income over £3000. The total income is that of the previous year estimated as for the purposes of exemptions and abatements, with the following exceptions :—(1) There is deducted in respect of land on which income tax is charged upon the annual value estimated otherwise than in relation to profits (in addition to any other deduction) any sums by which the assessment is reduced by sec. 35 of the Finance Act, 1894, 57 & 58 Vict. c. 30, or on which duty has been repaid under sec. 69 of the Act of 1910 (see *infra*) ; (2) the amount of insurance premiums allowed to be deducted under sec. 54 of the Act of 1853 (see Vol. VII. p. 71) ; (3) persons in the service of the Crown abroad may deduct expenses necessarily incident to their duties ; (4) income chargeable with tax by way of deduction is deemed to be income of the year in which it is receivable, and deductions allowed on annual sums are allowed as deductions in respect of the year in which they are payable, although they may have accrued before that year. In the case of a partner in a firm, the Special Commissioners are entitled to arrive at his income from the firm by taking the profits of the firm on the three years' average principle, and calculating the share of these profits to which he is entitled (*Gaunt* v. *Inland Revenue Commissioners*, [1913] 3. K. B. 395 ; 82 L. J. K. B. 1131).

By sec. 72, the super-tax is assessed and charged by the Commissioners for the special purposes of the Income Tax Acts. Every person whom the Special Commissioners serve with notice must make a return of his total income from all sources whether or not he is chargeable with super-tax, and every person chargeable must inform the Special Commissioners before September 30 in each year. The penalty for failing to make a return or give notice is a fine not exceeding £50, and, after judgment for the penalty has been given, a like penalty for every day during which the failure continues. The penalty is recoverable in the High Court. In the case of failure to make a return, or if the Special Commissioners are not satisfied with the return, they may assess according to their judgment. The provisions of the Income Tax Acts apply to the super-tax. The Special Commissioners are bound to make a fresh inquiry into the income of persons liable to super-tax, and are not bound to accept the assessment of the General Commissioners under Schedule D (*Brookes* v. *Inland Revenue Commissioners*, 1913, 82 L. J. K. B. 1086).

Where part of an income liable to super-tax is the income of a wife, and the Commissioners consider that they cannot get a satisfactory return of the wife's income from the husband, they may require the wife to make a separate return; in which case she is under the same obligation to make a return as if she were unmarried, and the husband is relieved of all obligation as regards the wife's income. Where the return is demanded from a wife, a proportionate part of the duty is assessable on and recoverable from her (Revenue Act, 1911, 1 Geo. v. c. 2, s. 11).

Where a person liable to pay super-tax dies during a year for which super-tax is chargeable, only such amount of the tax is payable as is proportionate to the time which has elapsed up to the death (Finance Act, 1912, 2 & 3 Geo. v. c. 8, s. 6).

By sec. 2 of the Finance Act, 1913, 3 & 4 Geo. v. c. 30, income tax for the year beginning April 6, 1912, is continued at 1s. 2d., and the super-tax is maintained at the same rate as during the year beginning 1912. All the Income Tax Acts in force (including those relating to super-tax), for the year beginning April 6, 1912, are continued during the year beginning April 6, 1913.

The annual value of any property which has been adopted for the purpose of income tax under Schedules A and B in the Income Tax Act, 1853, or of inhabited house duty, during the year ending April 5, 1913, is to be taken as the annual value of the property for the same purpose during the next subsequent year, except as regards the metropolis as defined by the Valuation (Metropolis) Act, 1859 (Finance Act, 1913, 3 & 4 Geo. v. c. 30, s. 2 (3)).

See *Beaufort* v. *Inland Revenue Commissioners*, [1913] 3 K. B. 48; 82 L. J. K. B. 865, cited *sub tit.* Land Taxes herein as to the deduction of super tax from minerals duty.

62. ——. By sec. 71 of the Finance (1909–10) Act, 1910, no exemption, abatement, or relief which depends wholly or partly on the total income from all sources is allowed unless the recipient is resident in the United Kingdom. Persons who are or have been employed by the Crown, or who are employed by a missionary society abroad, or in the service of a Native State under the Protectorate of the British Crown, or who are resident in the Isle of Man or the Channel Islands, or who are resident abroad for the sake of health, are entitled to the same relief, etc., as if they were resident in the United Kingdom. In such cases, however, the total income includes non-chargeable as well as chargeable income. These provisions apply also to widows in receipt of pensions granted in respect of their husbands' employment in the service of the Crown (Revenue Act, 1911, 1 Geo. v. c. 2, s. 12).

Income tax is not payable on income derived from the securities of a Foreign State or British Possession which is payable in the United Kingdom if the person entitled is not resident in the United Kingdom. This latter relief is given either by allowance or repayment provided the claim is made within six months of the end of the year for which the tax is charged. Where such securities are held under trust, and the beneficiary in possession is the only beneficiary, and can, by means either of the revocation of the trust or of the exercise of any powers under the trust, call upon the trustees at any time to transfer the securities to him absolutely free from any trust, he is deemed to be the owner of the securities for the purpose of this section (Revenue Act, 1911, 1 Geo. v. c. 2, s. 13).

62. ——. A foreign subject permanently resident on board a ship anchored in British tidal waters is liable to be taxed on remittances sent from abroad (*Brown* v. *Burt*, 1911, 81 L. J. K. B. 17).

62. ——. An insurance company carrying on business both in this country and abroad was required to deposit and invest certain sums in accordance with the laws of the various countries in which it did business. It also invested other sums abroad. In neither case were the dividends produced by these investments remitted to the United Kingdom. It was held that in both cases the profits were assessable to income tax under case 1 or case 4 of Schedule D of the Income Tax Act, 1842, at the option of the Crown, but not under both (*Liverpool and London and Globe Insurance Co.* v. *Bennett*, [1913] A. C. 610; 82 L. J. K. B. 1221).

62. ——. Where the Commissioners of Income Tax have found that a company which is registered abroad "resides" in the United Kingdom on the ground that the company is controlled and directed in England, such finding is conclusive if there is evidence to support it (*American Thread Co.* v. *Joyce*, 1913, 108 L. T. 353).

62. ——. *Gramophone and Typewriter, Ltd.* v. *Stanley*, [1906] 2 K. B. 856, was affirmed in the Court of Appeal, see [1908] 2 K. B. 89; 77 L. J. K. B. 834.

63. ——. The annual value for the purpose of Schedule A, outside London, for 1911–12 is the same as for 1910–11 (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 14 (3)).

63. ——. For the effect of sec. 8 of the Income Tax Act, 1866, see *Wakefield Rural Council* v. *Hall*, [1912] 3 K. B. 328; 81 L. J. K. B. 1201.

63. ——. Where a landlord leased minerals to a lessee at a yearly royalty, and a minimum rental, and the company did not work the minerals, but paid the minimum royalty after deducting income tax, it was held that the company had no right to deduct the tax, and that the lessor was liable to be assessed in respect of the minimum rent (*Hill* v. *Gregory*, [1912] 2 K. B. 61; 81 L. J. K. B. 730).

64. ——. A tenant is entitled to deduct from his rent the amount of the landlord's property tax which he has paid, although he has in the meantime made a payment of rent without deduction (*In re Sturmey*

Motors Ltd.; Rattray v. *Sturmey Motors Ltd.*, [1913] 1 Ch. 16; 82 L. J. Ch. 68).

65. ——. The annual value for the purpose of Schedule B, outside London, for 1911–12 is the same as for 1910–11 (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 14 (3))

65. ——. As to *Att.-Gen.* v. *London County Council*, [1907] A. C. 131; 76 L. J. K. B. 454, see further *Sugden* v. *Leeds Corporation*, 1913, 108 L. T. 578.

65. ——. If an owner of land or houses shows that the maintenance, repairs, insurance, and management, according to the preceding five years' average, have cost him, in the case of land, more than one-eighth of the annual value as adopted for the purpose of Schedule A, and in the case of houses more than one-sixth of that value, he is entitled, in addition to any reduction of assessment under sec. 35 of the Finance Act, 1894, to repayment of the amount of duty on the excess not exceeding, in the case of land, one-eighth, and, in the case of houses, one-twelfth of the duty on an amount equal to the annual value. "Maintenance" here includes the replacement of farmhouses, farm buildings, cottages, fences, and other works where the replacement is necessary to maintain the existing rent.

The section applies to land, including farmhouses and other buildings, the assessment on which is reduced by sec. 35 of the Act of 1894, and to houses the annual value of which for the purpose of Schedule A does not exceed £8, the assessment on which is so reduced. All the land or houses managed as one estate are taken together. The year is to be taken as ending on March 31, except with the consent of the surveyor of taxes (Finance (1909–10) Act, 1910, s. 69).

65. ——. Where a mortgage provided for the payment of interest in a lump sum instead of annually, it was nevertheless held to be "yearly interest" within sec. 40 of the Income Tax Act, 1853, and the mortgagor was held entitled to deduct income tax on such interest (*In re Craven's Mortgage; Davies* v. *Craven*, [1907] 2 Ch. 448; 76 L. J. Ch. 651).

65. ——. A local authority which has taken on the supply of water to a number of contributory places under the Public Health Act, 1875, is assessable under Schedule A on the profits in respect of each contributory place separately, and may not set off losses in one place against profits in another (*Wakefield Rural Council* v. *Hall*, [1912] 3 K. B. 328; 81 L. J. K. B. 1201).

66. ——. Section 14 of the Revenue Act, 1911, 1 Geo. v. c. 2, makes provision for the payment of income tax in any year previously to the passing of the Act imposing the tax for that year. It provides that where in an income tax year, which is defined as beginning on the sixth of April, any half-yearly or quarterly payments have been made on account of any dividend, interest, or other annual profits or gains, previously to the passing of the Act imposing the tax for that year, and income tax has not been charged thereon or deducted therefrom, or has not been so charged or deducted at the rate ultimately charged for the year, the amount not so charged or deducted is to be charged under Schedule D, VI. Agents entrusted with the payment of dividends, interest or other annual profits or gains, must, on being required to do so by the Commissioners, furnish the names and addresses of persons to whom payments have been made, and the amounts of the payments.

Persons liable to pay any rent, interest or annuity, or any other annual payment, may make any authorised deduction which they have failed to make before the passing of the Act or may make up any deficiency of deduction, on the occasion of the next payment, or if there are no further payments may recover the amount of such deductions as a debt.

67. ——. By its articles a company was empowered to own and trade with one ship at a time. The ship was lost and the company purchased a new one. This was held not to constitute a beginning of a fresh business, and the company was allowed to average the first year's profits of the new ship with the two previous years (*Merchiston Steamship Co.* v. *Turner*, [1910] 2 K. B. 923 ; 80 L. J. K. B. 145).

67. ——. A company which was carrying on a financial and banking business partly in this country and partly abroad, borrowed money from and had an overdraft with its bankers, who were foreigners. The company were held to be entitled to deduct the interest paid on the money borrowed and on the overdraft in assessing its profits for the purpose of income tax (*Farmer* v. *Scottish North American Trust*, [1912] A. C. 118 ; 81 L. J. P. C. 81).

67. ——. As to assessing the profits of fire insurance companies, see *Sun Insurance Office* v. *Clark*, [1912] A. C. 443 ; 81 L. J. K. B. 488).

67. ——. By an agreement between the members of a manufacturers' association the members were entitled to a fixed percentage of the total trade. Members doing more trade than their percentage paid 10s. a ton on the excess into a fund, which was distributed between those members who did less than their percentage. The members were held entitled to deduct under Schedule D the excess of payments into the fund over receipts from it as expenses wholly and exclusively laid out and expended on their trade (*Guest, Keen & Nettlefolds Ltd.* v. *Fowler*, [1910] 1 K. B. 713 ; 79 L. J. K. B. 563).

68. ——. Individuals whose income is between £160 and £500 are allowed relief to the amount of tax on £10 for every child under sixteen years of age at the beginning of the year for which the tax is charged. Child includes stepchild, but not illegitimate child, unless the parents have subsequently married. The relief is given either by reduction of the assessment or repayment of the excess paid, or both. The relief is subject to the same limitations as the relief on earned incomes (see Vol. VII. p. 72 and herein) (Finance (1909–10) Act, 1910, s. 68).

68. ——. Compensation levies in respect of tied houses under the Licensing Act, 1904, may be deducted from profits under Schedule D (*Smith* v. *Lion Brewery Co.*, [1911] A. C. 150 ; 80 L. J. K. B. 566).

68. ——. A new company purchased the business of an old company, and was assessed for income tax on the average profits of the old company. Certain deductions which the old company were entitled to for wear and tear during the previous three years had not been fully allocated to the old company, owing to the fact that these deductions exceeded the amount of the taxable income. The new company was held to be entitled to deduct from its taxable income the balance of the deductions due to the old company (*Scottish Shire Line* v. *Commissioners of Inland Revenue*, [1912] S. C. 1108).

68. ——. Section 25 (1) of the Finance Act, 1907, 7 Edw. VII. c. 13, is not retrospective and therefore where a company had been paying royalties in respect of a patent up to January 1, 1907, but not thereafter, it was held that the royalties paid before that date could be deducted in arriving at the average profits of the three years preceding the year 1907–8 (*Lanston Monotype Corporation* v. *Anderson*, [1911] 2 K. B. 1019; 80 L. J. K. B. 1351).

69. ——. A foreigner residing abroad gave property to trustees on trust to accumulate the income until the children should attain the age of twenty-five years, with a provision that no child should have a vested interest during the existence of the trust. He further provided that the trustees should maintain and educate the children out of their shares. Under this provision money was remitted to the mother of the children, who was resident in England. It was held that such money was assessable to income tax under Schedule D, case 5, of the Income Tax Act, 1842 (*Drummond* v. *Collins*, [1913] 3 K. B. 583).

69. ——. A golf club which allows non-members to play on the course and use the club house in consideration for payment is liable to be assessed under Schedule D in respect of the payments made by such non-members (*Carlisle and Silloth Golf Club* v. *Smith*, [1913] 3 K. B. 75; 82 L. J. K. B. 837).

69. ——. Quarter Sessions are liable to pay income tax under heading VI. on the interest derived from the compensation fund under the Licensing Act, 1904, while on deposit (*Glamorgan Quarter Sessions* v. *Wilson*, [1910] 1 K. B. 725; 79 L. J. K. B. 454).

Notwithstanding sec. 8 of the Act of 1888, a person who receives interest on which the tax has not been paid is liable to the tax (*ibid.*).

70. ——. Rule 3 of Schedule E of the Income Tax Act, 1842, applies only to public offices and employments of profit which are exercised in the United Kingdom, and does not include the case of the person who is employed by an English limited company with a head office in England, but whose employment is entirely outside the United Kingdom (*Pickles* v. *Foster*, [1913] 1 K. B. 174; 82 L. J. K. B. 121).

70. ——. *Hudson* v. *Gribble*, [1903] 1 Ch. 517, and *Smyth* v. *Stretton*, 5 Tax. Cas. 36, were distinguished in *Walker* v. *Reith*, 1906, 8 F. 381. In that case the owner of a business provided that from his death his employees should acquire his business under a scheme whereby 90 per cent. of the profits of the business should be credited to the accounts of the employees until the grantor's interest should be paid out. It was held that the employees were not liable to income tax on this 90 per cent.

70. ——. The Provisional Collection of Taxes Act, 1913, 3 Geo. V. c. 3, provides that resolutions of the Committee of Ways and Means of the House of Commons, which vary or renew taxes, shall have a statutory effect for a limited period. Section 2 of the same Act provides for the making of payment and deductions on account of a temporary tax that has been renewed.

71. ——. Last line, *for* "s. 52," *read* "s. 54."

71. ——. An insurance policy whereby the insurer agrees to pay to the legal personal representatives of the assured a fixed sum if the assured die before a certain date, and a certain larger sum to the assured if he is alive on that date, is a life insurance within sec. 54 of the Act of 1853, and the assured is entitled to deduct the whole of the premium paid by him (*Gould* v. *Curtis*, [1913] 3 K. B. 84; 82 L. J. K. B. 802).

71. ——. If the Treasury are satisfied with respect to any class of persons in receipt of any salary, fees, or emoluments payable out of the public revenue, that such persons are obliged to lay out, and expend money, wholly, exclusively, and necessarily, in the performance of their duties, the Treasury may fix such sum as in their opinion represents a fair equivalent of the average annual amount so laid out, and that amount is deducted in assessing the income tax payable by such class of persons. If a member of the class is entitled to deduct a larger amount apart from the section, he is still entitled to do so (Finance Act, 1913, 3 & 4 Geo. v. c. 30, s. 3).

72. ——. The relief given on earned incomes by sec. 19 of the Act of 1907 is extended to individuals whose income from all sources is between £2000 and £3000, 1s. being substituted for 9d. (Finance (1909–10) Act, 1910, s. 67).

72. ——. Line 21, *for* "1896," *read* "1898," and in line 22, *for* "sec. 52," *read* "sec. 54," and add a reference to the Finance (1909–10) Act, 1910, sec. 68.

73. ——. Approved societies within Part I. of the National Insurance Act, 1911, and their branches are entitled to exemption from income tax in respect of the income derived from any funds or credits under that Part of the Act, or any investment thereof. The Insurance Commissioners, the Scottish Insurance Commissioners, the Irish Insurance Commissioners, and the Welsh Insurance Commissioners are entitled to a similar exemption in respect of any income derived from any funds held by them, or under their control or management, under or for the purposes of that Act (Finance Act, 1912, 2 & 3 Geo. v. c. 8, s. 7).

73. ——. Trustees for charitable purposes, or a charitable corporation, not being a college or hall, hospital, public school or almshouse, are not entitled to the allowances given by sec. 61, Sched. A, No. VI. of the Income Tax Act, 1842, in respect of lands, tenements, hereditaments or heritages in their own occupation not producing rents. Moneys received by the trustees for the use of the property which are spent wholly on upkeep are not rents and profits within the meaning of the section (*R.* v. *Special Commissioners of Income Tax; Ex parte Essex Hall*, [1911] 2 K. B. 434; 80 L. J. K. B. 1035).

73. ——. After *Income Tax Commissioners* v. *Pemsel*, add a reference to *R.* v. *Income Tax Commissioners; Ex parte University College of North Wales*, 1909, 78 L. J. K. B. 576.

74. ——. The limits of £200 and £30 in the case of registered friendly societies and registered trade unions are increased to £300 and £52 respectively (Finance (1909–10) Act, 1910, s. 70).

78. ——. A person who delivers an incorrect statement, under sec. 52 of the Income Tax Act, 1842, negligently and not to the best of his judgment and belief, is liable to the penalties imposed by sec. 55 (*Att.-Gen.* v. *Till*, [1910] A. C. 50; 79 L. J. K. B. 141).

86. Incorporeal Hereditaments.—As to the operation of sec. 6 of the Conveyancing Act, 1881, 44 & 45 Vict. c. 41, see *Lewis* v. *Meredith*, [1913] 1 Ch. 571; 82 L. J. Ch. 255.

94. Indemnity.—A proviso in a covenant of indemnity is valid if it merely limits the personal liability of the covenantor (*Williams* v. *Hathaway*, 1877, 6 Ch. D. 544); but if the effect is to destroy the personal liability of the covenantor the proviso has no effect, being repugnant to the covenant (*Furnivall* v. *Coomber*, 1843, 5 Man. & G. 736; *Watling* v. *Lewis*, [1911] 1 Ch. 414; 80 L. J. Ch. 242). The principle of the latter case was followed in *In re Tewkesbury Gas. Co.*; *Tysoe* v. *Tewkesbury Gas Co.*, [1912] 1 Ch. 1; 80 L. J. Ch. 723, cited *sub tit.* DEBENTURE herein.

94. ——. The fact that a person who promises to answer for the debt of another is interested in the consideration for the promise, does not take the promise out of sec. 4 of the Statute of Frauds (*Davys* v. *Buswell*, [1913] 2 K. B. 47; 82 L. J. K. B. 499). In this case the holder of a debenture issued by a trading company verbally promised to pay a contractor the value of goods supplied by him to the company in the event of the company making default. It was held that the promise was within the statute and could not be enforced on the ground that it was not in writing.

95. ——. The decision in *Bank of England* v. *Cutler* was affirmed in the Court of Appeal, see [1908] 2 K. B. 208; 77 L. J. K. B. 889.

106. India.—*Hemchand Devchand* v. *Azam Sakarlal Chhotamlal* is also reported in [1906] A. C. 212.

111. Indians, North American.—*St. Catherine's Milling and Lumber Co.* v. *R.*, 14 App. Cas. 46, was discussed in *Dominion of Canada* v. *Province of Ontario*, [1910] A. C. 637; 80 L. J. P. C. 32.

117. Indictment.—After 14 & 15 Vict. c. 100, sec. 12, add a reference to *R.* v. *Garland*, [1910] 1 K. B. 154; 79 L. J. K. B. 239.

117. ——. "At common law a defendant may be convicted of a less aggravated felony or misdemeanour on an indictment of greater aggravation, provided that the indictment charging the felony or misdemeanour contains words apt to include both offences." This statement in Archbold's *Criminal Pleading* (24th ed. p. 228) was approved in *R.* v. *O'Brien*, 1911, 104 L. T. 113, where prisoners indicted for that they ". . . then and there being, unlawfully, riotously, and routously did make and assault" were held rightly convicted of assault.

118. ——. Line 35, for "24 & 25 Vict. c. 96, secs. 56, 71," *read* "24 & 25 Vict. c. 96, secs. 5 and 71."

118. ——. Sec. 5 of the Larceny Act, 1861, does not give power to join in the same indictment a count against one person with a count against the same person and another person (*R.* v. *Edwards*, [1913] 1 K. B. 287; L. J. K. B. 347).

133. Industrial and Provident Societies.—A society consisting solely of two or more registered societies may, notwithstanding sec. 5 of the

Act of 1893, be registered if the application is signed by two members of the committee and the secretary of each of the societies (Industrial and Provident Societies Act, 1913, 3 & 4 Geo. v. c. 31 (s. 1)).

134. ——. Every registered society must, once in every year, have its accounts audited by one or more of the public auditors appointed under the Act of 1893; the auditors must not hold any other office in connection with the society (Industrial and Provident Societies Act, 1913, 3 & 4 Geo. v. c. 21 (s. 2)).

134. ——. Sec. 14 (2) (*c*) of the Act of 1893 is repealed and the following paragraph is substituted:—

"(*c*) shall be made up from the date of its registration or last annual return to that of its last published balance sheet, unless the last-mentioned date is more than four months before or more than one month after the thirty-first day of December, in which case it shall be made up to the said thirty-first day of December inclusive; and"

Every registered society must send with the annual return a copy of the report of the auditors and a copy of each balance sheet made during the period included in the return (Industrial and Provident Societies Act, 1913, 3 & 4 Geo. v. c. 21 (sec. 3)).

134. ——. At least once in every three years every registered society must send to the registrar, with the annual return for the year, a special return signed by the auditor, showing the holding of each person in the society (both in shares and loans) at the date to which each annual return is made out. In a case where the members are distinguished in the list by numbers, they may be so distinguished in the special return (Industrial and Provident Societies Act, 1913, 3 & 4 Geo. v. c. 21 (s. 4)).

From January 1, 1914, the following provisions as regards nominations are substituted for sec. 25 of the Act of 1913:—

"(1) A member of a registered society not being under the age of sixteen years may, by writing under his hand delivered at or sent to the registered office of the society during the lifetime of such member, or made in any book kept thereat, nominate any person or persons to or among whom there shall be transferred at his decease such property in the society as may be his at the time of his decease (whether in shares, loans, or deposits, or otherwise), or so much thereof as is specified in such nomination, if the nomination does not comprise the whole. If on the death of the nominator the amount of his property in the society comprised in the nomination exceeds one hundred pounds the nomination shall be valid to the extent of the sum of one hundred pounds, but not further or otherwise:

Provided that a person so nominated shall not be an officer or servant of the society unless such officer or servant is the husband, wife, father, mother, child, brother, sister, nephew, or niece of the nominator.

"(2) A nomination so made may be revoked or varied by a subsequent nomination signed and delivered or sent or made as aforesaid or by any similar document in the nature of a revocation or variation under the hand of the nominator so delivered sent or made as aforesaid, but shall not be revocable or variable by the will of the nominator or by any codicil thereto.

"(3) The society shall keep a book wherein the names of all persons so nominated and all revocations or variations (if any) of such nominations shall be recorded, and the property comprised in any such nomination to an amount not exceeding one hundred pounds shall be payable or transferable to the nominee although the rules of the society declare the shares not to be transferable.

"(4) The marriage of a member of a society shall operate as a revocation of any nomination made by him before such marriage, provided that, in the event of an officer ot a society having transferred any property of a member to a nominee, in ignorance of a marriage contracted subsequent to the date of the nomination, the receipt of the nominee shall be a valid discharge to the society, and the society shall be under no liability to any other person claiming such property" (Industrial and Provident Societies Act, 1913, 3 & 4 Geo. v. c. 31, s. 5 (1)).

134. ——. Under sec. 25 of the Industrial and Provident Societies Act, 1893, the date at which the amount credited to a member must not exceed £100 is the date of the nomination and not the date of the member's death (*Eccles Provident Industrial Co-operative Society* v. *Griffiths*, [1912] A. C. 483; 81 L. J. K. B. 594).

135. ——. The following provisions are substituted for sec. 26 (1) of the Act of 1893, as regards nominators dying after Jan. 1, 1914 :—

"(1) On receiving satisfactory proof of the death of a nominator, the committee of the society shall, subject to the limitation on amount herein-before provided, either transfer the property comprised in the nomination in manner directed by the nomination, or pay to every person entitled thereunder the full value of property given to him, unless the shares comprised in the nomination, if transferred as directed by the nominator, would raise the share capital of any nominee to a sum exceeding two hundred pounds, in which case they shall pay him the value of such excess.

"(2) Where a nominee who is nominated under the provisions of this Act is under sixteen years of age, the society may pay the sum nominated to either parent, or to a guardian of the nominee, or to any other person of full age who will undertake to hold the same on trust for the nominee or to apply the same for his benefit and whom the society may think a fit and proper person for the purpose, and the receipt of such parent, guardian, or other person shall be a sufficient discharge to the society for all moneys so paid" (Industrial and Provident Societies (Amendment) Act, 1913, 3 & 4 Geo. v. c. 31, s. 5 (2)).

135. ——. As regards the payment of duty on the death of persons dying after January 1, 1914, the following provisions are substituted for sec. 28 of the Act of 1893 :—"(1) If the principal value of the estate, in respect of which estate duty is payable, of any deceased member of a registered society exceeds one hundred pounds, any property or money to be transferred or paid under section twenty-five, twenty-six, or twenty-seven of this Act without probate or administration shall be liable to estate duty as part of the amount on which that duty is charged ;

and the committee of the society, before making any such transfer or payment, may require a statutory declaration by the claimant or one of the claimants that such principal value, including the property or money in question, does not, after deduction of debts and funeral expenses, exceed one hundred pounds. (2) If the principal value of the property or money to be so transferred or paid exceeds eighty pounds the committee of the society shall, before making any transfer or payment to any person other than the legal personal representative of the deceased member, require production of a certificate from the Commissioners of Inland Revenue of the payment of the estate duty, and a duly stamped receipt for the succession or legacy duty payable in respect of the property or money so transferred or paid, or a certificate that no estate, succession or legacy duty is payable thereon" (Industrial and Provident Societies (Amendment) Act, 1913, 3 & 4 Geo. v. c. 31, s. 6).

135. ——. In sec. 29 of the Act of 1893, which relates to the property of insane members, the words, "not exceeding £100" are repealed (Industrial and Provident Societies (Amendment) Act, 1913, 3 & 4 Geo. v. c. 31 (s. 7)).

135. ——. On the dissolution or transfer of engagements as provided for in secs. 58 and 53 of the Act of 1893, the society is not dissolved and the registration is not cancelled until a certificate, signed by the liquidator or by the secretary or some other officer of the society approved by the Registrar, has been lodged with the Registrar that all property invested in the society has been duly conveyed to the persons entitled (Industrial and Provident Societies (Amendment) Act, 1913, 3 & 4 Geo. v. c. 31 (s. 8)).

135. ——. In sec. 50 (4) of the Act of 1893 (which relates to the expenses of inspections and meetings), the words "or preliminary" are added after the word "incidental" (Industrial and Provident Societies (Amendment) Act, 1913, 3 & 4 Geo. v. c. 31, s. 9).

135. ——. The following provisions are substituted for sec. 62 of the Act of 1893 :—"It shall be an offence under this Act if—

(*a*) a registered society, or an officer or member thereof, or any other person, fails to give any notice, send any return or document, do or allow to be done anything which the society, officer, or member, or person is by this Act required to give, send, do, or allow to be done ; or

(*b*) a registered society, or an officer or member thereof, or any other person, wilfully neglects or refuses to do any act, or to furnish any information required for the purposes of this Act by the chief or other registrar, or by any other person authorised under this Act, or does anything forbidden by this Act ; or

(*c*) a registered society, or an officer or member thereof, or any other person, makes a return, or wilfully furnishes information in any respect false or insufficient ; or

(*d*) a registered society carries on the business of banking when it has any withdrawable share capital, or in carrying on such business does not make out and keep conspicuously hung up such statement as is herein-before required, or makes any payment of withdrawable capital contrary to the provisions of this Act" (Industrial and Provident Societies (Amendment) Act, 1913, 3 & 4 Geo. v. c. 31, s. 10).

135. ——. The following subsections are added to the provisions contained in sec. 69 of the Act of 1893 :—(3) Any costs or expenses ordered or directed by the chief or other registrar to be paid by any person under this Act shall be recoverable summarily before a court of summary jurisdiction as a civil debt. (4) Where proceedings are taken against a society for the recovery of any fine under this Act, the summons or other process shall be sufficiently served by leaving a true copy thereof at the registered office of the society, or, if that office is closed, by posting the copy on the outer door of that office " (Industrial and Provident Societies (Amendment) Act, 1913, 3 & 4 Geo. v. c. 31, s. 11).

135. Industrial Assurance Company.—Amongst the purposes for which collecting societies and industrial assurance companies may issue policies of assurance there are now included insuring money to be paid for the funeral expenses of a parent, grandparent, grandchild, brother, or sister.

No policy effected before December 3, 1909, with a collecting society or industrial assurance company is deemed to be void by reason only that the person effecting the policy had not, at the time the policy was effected, an insurable interest in the life of the person assured, or that the name of the person interested, or for whose benefit or on whose account the policy was effected, was not inserted in the policy, or that the insurance was not one authorised by the Acts relating to friendly societies, if the policy was effected by or on account of a person who had at the time a *bona fide* expectation that he would incur expenses in connection with the death or funeral of the assured, and if the sum assured is not unreasonable for the purpose of covering those expenses, and any such policy enures for the benefit of the person for whose benefit it was effected or his assigns.

Any collecting society or industrial insurance company which, after December 3, 1909, issues policies of insurance which are not within the legal powers of such society or company is held to have made default in complying with the requirements of Assurance Companies Act, 1909 (see ASSURANCE COMPANIES herein).

Without prejudice to the powers conferred by sec. 71 of the Friendly Societies Act, 1896, the committee of management or other governing body of a collecting society having more than 100,000 members may petition the Court to make an order for the conversion of the society into a mutual company under the Companies (Consolidation) Act, 1908, and the Court may make such an order if, after hearing the committee of management, or other governing body, and other persons whom the Court considers entitled to be heard on the petition, the Court is satisfied, on a poll being taken, that 55 per cent. at least of the members of the society over sixteen years of age agree to the conversion ; and the Court may give such directions as it thinks fit for settling a proper memorandum and articles of association of the company ; notice of intention to present the petition shall be published in the *Gazette*, and in such newspapers as the Court may direct. When a collecting society converts itself into a company in accordance with these provisions, subsec. (3) of sec. 71 of the Friendly Societies Act, 1896, applies as if the conversion were effected under that section (Assurance Companies Act, 1909, 9 Edw. VII. c. 49, s. 36).

137. Industrial School.—For the provisions of the Children Act, 1908, 8 Edw. VII. c. 67, see YOUTHFUL OFFENDERS, Vol. XIV. p. 843.

143. Inebriates Acts.—The rules of 1901 and 1902 regulating retreats are superseded by those of 1907 (St. R. & O. 1907, p. 301).

144. ——. The definition of an habitual drunkard in sec. 3 (*b*) of the Act of 1879 means a person who, by habitual drinking, is habitually unable to manage his affairs. The fact that, between bouts, he is so able does not prevent a person being an habitual drunkard (*Eaton* v. *Best*, [1909] 1 K. B. 632; 78 L. J. K. B. 425).

147. ——. Under sec. 2 (1) of the Act of 1898 a person cannot be sentenced to imprisonment in addition to detention in a reformatory (*R.* v. *Briggs*, [1909] 1 K. B. 381; 78 L. J. K. B. 116).

148. ——. To the list of Orders add No. 75 of 1906, dated July 1, 1904 (St. R. & O. 1906, p. 296), which authorises the photographing of inmates of certified inebriate reformatories.

150. Infant Life Protection.—The Infant Life Protection Act, 1897, 60 & 61 Vict. c. 57, is repealed by the Children Act, 1908, 8 Edw. VII. c. 67, Part I. of which re-enacts and extends its provisions.

Any person who nurses or maintains one or more infants under seven years of age, apart from their parents, or whose parents are dead, or who undertakes such services for reward in regard to an infant already in his care, must give notice in writing within forty-eight hours of the reception or undertaking to the local authority (s. 1 (1) and (2)). The notice must state the name, sex, date, and place of birth of the infant, the name of the person receiving the infant, the dwelling in which it is kept, and the name and address of the person from whom it is received (s. 1 (3)). Notice of change of address must be given within forty-eight hours, and if the new address is in another district, a like notice to that under subsec. 3 must be given (s. 1 (4)). Notice of death or removal must be given within forty-eight hours; in the case of removal the notice must state the name and address of the person to whom the infant has been transferred (s. 1 (5)). In the case of death, notice must also be given to the coroner within twenty-four hours (s. 6). Persons receiving children for less than forty-eight hours are exempt from the provisions of the section (s. 1 (1)). Failure to give notice is punishable by fine not exceeding £25, or imprisonment not exceeding six months; if the consideration for the nursing be a lump sum, such sum, or any part thereof, may be forfeited and applied to the benefit of the infant (ss. 1 (7) and 9).

Section 2 deals with the appointment of visitors and other authorised persons of either sex to visit infants and to give advice or directions as to their nursing and maintenance. Refusal to allow a visitor to examine infants or premises is an offence punishable with imprisonment not exceeding six months, or fine not exceeding £25 (s. 2 (5)). Justices may grant a warrant to a visitor authorising him to enter premises on a written information on oath that there is reasonable ground for believing that an offence has been committed. Obstruction to a visitor acting under such a warrant is an offence punishable as an offence under sec. 2 (5).

No infant within the purview of the Act may be kept without the written sanction of the local authority—(*a*) By any person from whose care an infant has been removed; (*b*) in any premises from which an infant has been removed owing to their being dangerous or insanitary;

(*c*) by any person who has been convicted of cruelty to children (s. 3). The local authority has power to fix the number of infants which may be kept in any dwelling (s. 4).

Visitors or other persons authorised may apply to a justice or to the local authority for an order directing them to remove infants kept in overcrowded, dangerous, or insanitary premises by unfit persons, or otherwise in contravention of the Act. Refusal to comply with, or obstruction to the execution of, such an order is an offence punishable as an offence under sec. 2 (5). If the order has been made by a justice, it may be enforced by the visitor or a constable; if it has been made by the local authority, a justice will, on application, make an order which is enforceable by a visitor or constable (s. 5).

Persons keeping infants within the purview of the Act have no interest in the lives of the infants for the purposes of life assurance, and it is an offence for any such person or any life assurance company to insure, or attempt to insure, any such child (s. 7). In Scotland it has been held that the payment of premiums on a policy which was effected before the Act came into force does not constitute an offence under the Act (*Glasgow Parish Council* v. *Martin*, [1910] S. C. 102).

Notices may be sent by registered post. Wilfully making or procuring false notices is an offence punishable as an offence under sec. 2 (5) (s. 8). Fines are payable to the local authority, and are to be credited to their expenses under the Act (s. 9 (2)).

The Act does not apply to any relative (*i.e.* grandparents, brothers, sisters, uncles, and aunts, by consanguinity or affinity, and, in the case of illegitimate infants, the persons who would be so related if the infant were legitimate) or legal guardian, or to persons acting under the provisions of the poor law, or to hospitals, convalescent homes, and similar institutions, or to boarding schools which provide efficient elementary education (s. 11).

152. Infants.—See also NAME AND ARMS CLAUSE herein.

152. ——. For the provisions of Part I. of the Children Act, 1908, 8 Edw. VII. c. 67, see INFANT LIFE PROTECTION herein; for Part II. see CRUELTY TO CHILDREN herein; for Part III. see Vol. XIV. p. 129; for Part IV. see Vol. XV. p. 845; for Part VI. see Vol. XV. p. 843; for the provisions of the Children (Employment Abroad) Act, 1913, 3 & 4 Geo. V. c. 6, see CRUELTY TO CHILDREN herein.

158. ——. An infant may be a member of a corporation if such membership is authorised by the Act of incorporation (*In re Royal Naval School*, [1910] 1 Ch. 806; 79 L. J. Ch. 366).

161. ——. In an action against an infant for alleged necessaries the onus is on the plaintiff to prove, not only that the goods were suitable to his position in life, but also that he was not adequately supplied with goods of that class (*Nash* v. *Inman*, [1908] 2 K. B. 1; 77 L. J. K. B. 626).

161. ——. A covenant in an infant's contract of service, which is in restraint of trade, may be void as against the infant, though it might have been valid as against an adult (*Leng* v. *Andrews*, [1909] 1 Ch. 763; 78 L. J. Ch. 80, cited *infra, sub tit.* RESTRAINT OF TRADE). If the void stipulations are severable, the rest of the contract is binding, provided it be for the benefit of the infant (*Bromley* v. *Smith*, [1909] 2 K. B. 235; 78 L. J. K. B. 745). A covenant by an infant in an apprenticeship deed which purports to bind the infant after the expiration of the apprenticeship will be enforced against him provided it is reasonable and for his benefit (*Gadd* v. *Thompson*, [1911] 1 K. B. 304; 80 L. J. K. B. 272).

161. ——. In *Roberts* v. *Gray*, [1913] 1 K. B. 520; 82 L. J. K. B. 362, a young billiard player, who was under age, contracted with an ex-billiard champion to go on a billiard tour round the world. In an action for breach of contract it was held that the infant was liable in damages on the ground that the contract was for his benefit, as he would have received good tuition, an enhanced reputation, and large profits. It should be noted that in this case the breach occurred while the contract was still largely executory.

161. ——. An infant cannot be made liable on a trading contract, even if it is for his benefit. Where, however, he has received money for goods and has not delivered the goods he is liable, if the action is in fact founded on delict and not on contract (*Cowern* v. *Nield*, [1912] 2 K. B. 419; 81 L. J. K. B. 865).

161. ——. In *Stocks* v. *Wilson*, [1913] 2 K. B. 235; 82 L. J. K. B. 598, the defendant, who was an infant, bought certain furniture and other articles from the plaintiff by falsely representing that he was of full age. The goods were transferred to the defendant by a document which was a bill of sale within the meaning of the Bills of Sale Act, 1878, but which was held not to be a bill of sale within the meaning of the Bills of Sale Act, 1882. By this document the defendant promised to pay the purchase price on a future date, and it also contained a licence to the plaintiff to resume possession if the prices were not paid on that date. The defendant sold some of the goods for £30, and with the knowledge and consent of the plaintiff transferred the remainder by a bill of sale as security for an advance of £100 which was made by a third party. The defendant did not pay the purchase price on the date fixed. In an action to recover the price of the goods it was held that the goods were not necessaries and that no action could be maintained on the infant's contract to purchase them, but it was further held that the defendant was liable in equity to account for the proceeds of the sale on the ground that he had wrongfully acquired the goods by a fraudulent misrepresentation as to his age; the defendant was therefore held liable to account for the two sums of £30 and £100. It was also held that the defendant was not liable for conversion of the goods on the ground that the delivery of them to him with the intention to pass the property in them vested the property in him, notwithstanding the Infants Relief Act, 1874. Some of the articles were necessaries, but it was held that the contract was not binding on the infant merely on the ground that it comprised some articles which were necessaries, a substantial portion of the goods not coming under that category. This case was followed in *Leslie* v. *Shiell*, 1913, 29 T. L. R. 554, where it was held that an infant, who had obtained a loan from a money-lender by a fraudulent misrepresentation as to his age, was liable to refund the money. [Reversed in Court of Appeal, Hilary Term, 1914].

162. ——. Infant's marriage settlement, see SETTLEMENTS herein.

164. ——. Line 23, *for* "1883, 2 Ch.," *read* "[1893] 2 Ch."

164. ——. An infant is bound to indemnify his next friend against costs and damages which he has been ordered to pay in an action properly brought by the advice of counsel and properly conducted. The Court, however, cannot make a declaration of charge on the infant's property unless it is administering such property (*Steeden* v. *Walden*, [1910] 2 Ch. 393; 79 L. J. Ch. 613).

169. ——. Line 7, *for* " 8 Ex.," *read* " 8 Q. B."

169. ——. It is no alleviation of the offence of removing a ward of Court out of the jurisdiction that it was done at the instigation of the ward, nor is an insufficient knowledge of the real meaning of that status in a case where the person removing her knows that she is a ward. Absence of knowledge that a person is a ward of Court alleviates, but does not exonerate (*In re J.* (*an infant*), 1913, 108 L. T. 554).

169. ——. In a proper case the Court will commit a ward of Court for contempt (*In re H.'s Settlement; H.* v. *H.*, [1909] 2 Ch. 260).

170. ——. Line 13, after " will," add " not."

170. ——. In *In re Hambrough*, [1909] 2 Ch. 626; 79 L. J. Ch. 19, Warrington, J., held that the Court could not direct a mortgage of an infant tenant in tail's interest in a settled estate for the purpose of raising money for his maintenance.

170. ——. As to what amounts to a contrary intention within the meaning of sec. 43 of the Conveyancing Act, 1881, see *In re Cooper; Cooper* v. *Cooper*, [1913] 1 Ch. 350; 82 L. J. Ch. 222.

170. ——. The Court has no power to make an order charging an interest in land which is not in possession with the repayment of sums advanced to supply an infant with necessaries. Such a power can only be exercised where the interest in land is in possession (*In re Badger; Badger* v. *Badger*, [1913] 1 Ch. 385; 82 L. J. Ch. 264).

171. ——. The words " and being a woman is also unmarried " in sec. 42 of the Conveyancing Act, 1881, are repealed by sec. 14 of the Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37.

175. Infectious Diseases.—Regulations have been made under the Public Health Acts, 1875 and 1896, and the Public Health (London) Act, 1896, for the prevention of tuberculosis (St. R. & O. 1908, p. 779).

175. ——. The Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, Part IV., deals with this subject. As to the extent and application of the Act, see secs. 2 (2) and 3.

Any person who, knowing that he is suffering from an infectious disease, carries on any trade or business involving the spread of the infection, is liable to a penalty of 40s. (s. 52). A local authority may, on payment for the same, require dairymen to supply within a reasonable time lists of the sources of their milk supply. Penalty for non-compliance not exceeding £5, and a daily penalty not exceeding 40s. (s. 53). Dairymen must notify the medical officer of all cases of infectious disease among persons connected with dairy. Penalty not exceeding 40s. (s. 54).

No bedding, clothes, or other articles which have been exposed to infection may be sent to any public wash-house or any laundry unless they have been disinfected to the satisfaction of the medical officer or of a qualified medical practitioner, or are sent to a laundry properly equipped for disinfection, with a notice that they have been exposed to infection. Local authorities may pay the expenses of disinfection. Penalty not exceeding 40s. (s. 55). Local authorities may cause filthy articles to be cleansed, purified, or destroyed, and may in certain cases pay compensation (s. 56).

The parents or person having the care or charge of a child who, after notice from the medical officer, permits a child who is or has been suffering from an infectious disease or exposed to infection to attend school before receiving a certificate from the medical officer that the child may attend, is liable to a penalty not exceeding 40s. (s. 57). The principal of a school in which any child is suffering from an infectious disease must, if so required by the local authority, and on payment, furnish within a reasonable fixed time a list of scholars attending. Penalty not exceeding 40s. (s. 58).

No person suffering from an infectious disease may take a book from a public or circulating library. No person may allow anyone so suffering to use a book under his control which has come from such a source. Any person who has control of a book from any such source which has been exposed to infection must inform the local authority, who must either cause it to be disinfected and returned or destroyed, on payment of the value to the owner. Penalty not exceeding 40s. (s. 59).

Notwithstanding sec. 132 of the Public Health Act, 1875, a local authority is not bound to recover the cost of maintaining a patient not a pauper, if satisfied that the case is a proper one for remission (s. 60).

Local authorities may exercise the powers given by sec. 15 of the Infectious Diseases (Prevention) Act, 1890 (see Vol. VII. p. 176), whether that section has been adopted or not, and those powers are extended to the case of persons who leave houses after the appearance of an infectious disease. Power is given to borrow under the Public Health Acts for this purpose. Under certain circumstances the removal may be enforced. "House" includes for this purpose any tent, van, shed, or similar structure used for human habitation, and any boat lying in any canal or other water (s. 61).

No driver of a public vehicle used for carrying passengers for separate fares may convey a person suffering from an infectious disease, and no person so suffering shall enter such a vehicle. Penalty not exceeding 40s. (s. 63). If any person so suffering is so conveyed, the owner or driver must give notice to the medical officer, and cause the vehicle to be disinfected. Penalty not exceeding £5. The owner or driver may recover from the person conveyed, or causing him to be conveyed, any loss and expense incurred in connection with the disinfection. Except where the owner or driver acted with knowledge, the local authority is to disinfect free of charge (s. 64).

Section 124 of the Public Health Act, 1875, is extended to all cases of persons suffering from any dangerous infectious disease in or upon any house or premises where they cannot be properly isolated (s. 65). Section 66 deals with the cleansing and disinfecting of premises and articles therein. Section 67 authorises the provision of nurses, and sec. 69 prohibits the holding of wakes over the bodies of persons who have died from infectious diseases. Penalty incurred by occupier of premises and persons attending not exceeding 40s.

190. Inferior Courts.—The jurisdiction of the Salford Hundred

Court is restricted by Order in Council of May 17, 1909 (St. R. & O. 1909, No. 584).

190. ——. See the Rules of the Salford Hundred Court of Record, 1912 (St. R. & O., 1913, No. 1250).

194. In forma pauperis.—Where an applicant's affidavit stated that he had a pension of £1, 8s. a week, which was not sufficient to supply the necessaries of life, and that the pension was not assignable except for the benefit of his family, leave to appeal *in forma pauperis* was refused (*Kydd* v. *Liverpool Watch Committee* (No. 1), 1908, 72 J. P. 113 ; 24 T. L. R. 257). Leave was also refused to a married woman possessed of an annuity of £52 a year, subject to restraint on anticipation (*In re Atkins ; Smith* v. *Atkins*, [1909] 1 Ch. 471 ; 78 L. J. Ch. 307). The husband of a married woman should join in her affidavit as to means (*ibid.*).

195. ——. If a defendant in the Court below desires to appeal to the Divisional Court *in forma pauperis*, he must obtain a certificate of counsel that he has reasonable grounds for appealing in addition to the affidavit of lack of means (*Merriman* v. *Geach*, [1913] 1 K. B. 37 ; 82 L. J. K. B. 87).

195. ——. If an appellant who has been ordered to give security obtains an order for leave to appeal *in forma pauperis*, the order as to security becomes inoperative, but an appellant who intends to apply for leave to appeal as a pauper should inform the respondent of the fact if applied to to give security in order to avoid the application for security being made (*Willé* v. *St. John* (No. 2), [1910] 1 Ch. 701 ; 79 L. J. Ch. 409).

239. Informer.—The surveyor to a local authority can lay an information in a case where a part of the penalty goes to the Crown and part to the informer (*Lake* v. *Smith*, 1911, 106 L. T. 41).

247. Injunction.—See *Att.-Gen.* v. *Birmingham, Tame and Rea District Drainage Board*, [1910] 1 Ch. 48 ; 79 L. J. Ch. 137 ; [1912] A. C. 788 ; 82 L. J. Ch. 45 ; *sub. tit.* ATTORNEY-GENERAL herein. See the same case as to the power of the Court of Appeal to discharge an injunction on the defendant giving an undertaking, *sub. tit.* APPEALS, herein. Where a plaintiff asks for an injunction restraining the defendants from acting in contravention of an Act of Parliament, a Court of law has no power to accept an undertaking from the defendants to do their best to avoid a breach of the Act. In such a case either an injunction should be granted or the undertaking should be in the terms that the Act should be obeyed (*ibid.*).

251. ——. After *Stevens* v. *Chown*, [1901] 1 Ch. 894, add a reference to *Fraser* v. *Fear*, 1912, 56 S. J. 311.

252. ——. The Court will only act by injunction in very special cases where the Legislature has provided some other mode of procedure, *e.g.* before a magistrate (*Merrick* v. *Liverpool Corporation*, [1910] 2 Ch. 449 ; 79 L. J. Ch. 751).

254. ——. The Court will not interfere by injunction with the rules passed by the majority of a trade association unless they defraud the minority or violate some principle of law (*Merrifield* v. *Liverpool Cotton Association*, 1911, 105 L. T. 97).

256. ——. A mandatory injunction will not be granted to enforce a contract for the maintenance of a structure bearing an inscription which holds a public institution up to execration and is calculated to lead to a breach of the peace (*Woodward* v. *Battersea Borough Council*, 1911, 104 L. T. 51).

274. Inland Revenue.—As to management of stamps, see further Stamps herein.

283. Inn ; Innkeeper.—In order to make an innkeeper liable under sec. 1 (2) of the Innkeepers' Liability Act, 1863, the goods must be " expressly " deposited in some way so as to convey to the mind of the innkeeper or his agent that they are deposited for safe keeping (*Whitehouse* v. *Pickett*, [1908] A. C. 357 ; 77 L. J. P. C. 89).

An innkeeper's liability begins as soon as a traveller enters the inn with the intention of using it as an inn and is received as a guest. The fact that someone else is going to pay the traveller's bill is immaterial (*Wright* v. *Anderton*, [1909] 1 K. B. 209 ; 78 L. J. K. B. 165).

295. In Regular Time.—See *The Cordelia*, [1909] P. 27 ; 78 L. J. P. 48.

298. Insolvency.—As to what amounts to insolvency in a case where the articles of a company provide that a director shall cease to be such on his becoming insolvent, see *James* v. *Rockwood Colliery Co.*, 1912, 106 L. T. 128.

298. Inspection of Property.—The Court has no power to make an order for the inspection of property which is the subject of an action unless the property belongs wholly to a party to the action. If the property belongs to a party to the action and to other people, who are not parties, as tenants in common, an order for inspection cannot be made (*Coomes* v. *Hayward*, [1913] 1 K. B. 150 ; 82 L. J. K. B. 117, a case decided under Ord. XII. r. 3 of the County Court Rules, 1903 & 1904).

308. Insurance.—The National Insurance Act, 1911, 1 & 2 Geo. v. c. 55, establishes a system of insurance against loss of health, and in certain trades, against unemployment, on a compulsory and contributory basis. The provisions of the Act are not dealt with here as being more of social than legal interest. The following points which have been decided by the Courts are, however, mentioned, as they may be useful to practitioners. The Act is amended by the National Insurance Act, 1913, 3 & 4 Geo. v. c. 37.

The following have been held not to be employments within Part I. of the Act :—the employment of curates or assistant curates in the Church of England (*In re Curates' employment in the Church of England*, [1912] 2 Ch. 602 ; 82 L. J. Ch. 8) ; the employment of ministers of the United Methodist Church, ministers under probation of the Wesleyan Methodist Church, whether by the Conference of the Churches, or by the circuits to which the ministers are attached (*In re United Methodist Church Ministers*, 1912, 107 L. T. 143). A dairyman's foreman and a tailor's cutter were held not to be employed in manual labour, on the ground that such manual labour as they did was only incidental to their main work (*In re Dairymen's Foremen* ; *In re Tailors' Cutters*, 1912, 107 L. T. 342). Lithographic artists and engravers, engaged in the correction or improvement of half-tone engraved plates, are not employed in manual labour

(*In re Lithographic Artists ; In re Engravers,* [1913] 57 S. J. 557 ; 29 T. L. R. 440).

It has been held in Ireland that the employment of pupil teachers and monitors in National Schools is an employment within the meaning of the Act. Such employment is not a contract of apprenticeship (*In re National Insurance Act* (*Pupil Teachers and Monitors*), [1913] 1 I. R. 219). Officers of a poor law union in Ireland are not employed under a contract of service within the meaning of Part I. of Schedule I. of the Act (*In re National Insurance Act* (*Officers of South Dublin Union*), [1913] 1 I. R. 244).

308. ——. An approved society has no right to impose as a condition on its members receiving sickness benefit that a certificate from a panel doctor should be sent. A resolution by the society to that effect is illegal and *ultra vires* (*Heard* v. *Pickthorne*, [1913] 3 K. B. 299 ; 82 L. J. K. B. 1264).

308. ——. The provisions of the Summary Jurisdiction Acts apply to an information under sec. 69 (2) of the National Insurance Act, 1911, charging an employer with failing to pay a contribution under the Act, and the magistrate therefore has power to make a combined order for the payment of a fine and of the amount of the contribution. Each failure to pay a contribution under this sub-section is a separate offence, and separate summonses may be taken out in respect to each failure to pay (*R.* v. *Baggallay*, [1913] 1 K. B. 290 ; 82 L. J. K. B. 391).

308. ——. The regulations made under the National Insurance Act, 1911, provide that on the termination of a workman's employment, the employer must return to him his health insurance card and his unemployment insurance book. In *Price* v. *Webb*, [1913] 2 K. B. 367 ; 82 L. J. K. B. 720, the employer could not find the workman at the address which he had given, and posted the card and book to that address. They were lost in the post, although the workman had given the Post Office directions to forward his letters to his new address. The workman was unable to get other employment owing to the absence of the card and book, and sued his employer for damages. It was held by the Divisional Court that the plaintiff could not recover, some of the Court holding that the damages were too remote, and Avory, J., that the cards belonged to the Insurance Commissioners, and that the Act made the Post Office their agent.

314. Interest, Disqualification for.—The Court will not grant a writ of *certiorari* to bring up for the purpose of quashing a conviction, on the ground of interest on the part of one of the Justices, if it appear that the facts were known to the applicant at the time and no objection was taken (*R.* v. *Byles ; Ex parte Hollidge*, 1913, 108 L. T. 270).

321. Interest Recoverable in Actions.—In the Irish case of *In re MacDermott's Estate,* [1912] 1 Ir. R. 166, it was held that where costs are charged on land they carry interest from the date on which they become a charge.

322. ——. Arrears of an annuity ordered to be paid by a judgment in an action for the administration of the estate of the grantor of the annuity carry interest at the rate of 4 per cent. under Order LV. rr. 62 & 63 (*In re Salvin ; Worsley* v. *Marshall*, [1912] 1 Ch. 332 ; 81 L. J. Ch. 248).

323. ——. A consent order by which the parties agree to refer a question of damages to an arbitrator is not an order whereby a sum of money becomes payable within sec. 18 of the Judgments Act, 1838, and interest cannot be claimed from the date of it (*Ashover Fluor Spar Mines* v. *Jackson*, [1911] 2 Ch. 355; 80 L. J. Ch. 687).

323. ——. As to power of Court of Bankruptcy to open up transactions with moneylenders, see BANKRUPTCY herein.

323. ——. A transaction may be opened under sec. 1 of the Moneylenders Act, 1900, after payment has been made under pressure of a writ (*Samuel* v. *Bell*, 1905, 22 T. L. R. 118).

323. ——. Section 1 of the Moneylenders Act, 1900, 63 & 64 Vict. c. 51, does not apply to a contract made and intended to be performed abroad (*Shrichand* v. *Lacon*, 1906, 22 T. L. R. 245).

324. ——. Notwithstanding anything in sec. 2 of the Moneylenders Act, 1900, an agreement with a moneylender, or a security taken by him is, and is deemed always to have been, valid in favour of a *bona fide* assignee or holder for value without notice of any defect due to the operation of that section, and of any person deriving title under him; and any payment or transfer of money or property made *bona fide* by any person, whether in a fiduciary capacity or not, on the faith of the validity of such agreement or security, without notice of any such defect, is, in his favour, and is deemed always to have been, as valid as if the agreement or security had been valid. In either of the above cases the moneylender is liable to indemnify the borrower or any other person who is prejudiced by this provision, and nothing in it is to render valid an agreement or security in favour of an assignee or holder for value who is a moneylender (Moneylenders Act, 1911, 1 & 2 Geo. v. c. 38, s. 1 (1)).

Notice of a defect is not to be presumed by reason only that a search in the register under the Moneylenders Act, 1900, would have disclosed the defect or shown that the agreement or security was effected with a moneylender; and the provisions of sec. 3 of the Conveyancing Act, 1882 (see Vol. X. p. 41), as to constructive notice are applicable (subsec. (2)).

The section does not render valid for any purpose any agreement, security, or other transaction which would, apart from sec. 2 of the Moneylenders Act, 1900, have been void or unenforceable, nor any agreement or security which was declared void by a Court of competent jurisdiction before December 16, 1911 (subsec. (3)).

367. Interpleader.—An application for interpleader proceedings by a defendant will not be entertained after judgment has been given, and *a fortiori* if the defendant has consented to judgment by consent (*Stevenson* v. *Brownell*, [1912] 2 Ch. 344; 81 L. J. Ch. 694).

371. ——. If an interpleader issue is directed to be tried by a Master under Ord. LVII. r. 7, who determines the issue and finally disposes of the whole matter, an appeal lies to the Divisional Court without leave from so much of the order as determines the issue (*Cox* v. *Bowen*, [1911] 2 K. B. 611; 80 L. J. K. B. 1149).

372. ——. Where a creditor, who has assigned his debt, subsequently recovers judgment against the debtor, and issues execution for the debt and costs, the assignee cannot claim the proceeds of the sale by interpleader proceedings under secs. 156 and 157 of the County Courts Act, 1888 (*Plant* v. *Collins*, [1913] 1 K. B. 242; 82 L. J. K. B. 467).

378. ——. Where a claimant deposits the value of the goods and the high bailiff withdraws, and both the execution creditor and the claimant then admit a claim by a third party to a portion of the goods, the execution creditor, on defeating the claimant's title, is entitled to the whole of the money in Court, without any proportionate reduction for the value of the third party's goods (*Wells* v. *Hughes*, [1907] 2 K. B. 845; 76 L. J. K. B. 1125).

382. Interpretation.—A deed of compromise dealing with certain specified questions which are in dispute will not be construed so as to deprive any party thereto of a right not in dispute at the date of the deed and not in the contemplation of the parties at that time (*Cloutte* v. *Storey*, [1911] 1 Ch. 18; 80 L. J. Ch. 193).

411. Interrogatories.—In an action for slander a defendant who has pleaded fair comment, but not justification, is entitled to interrogate the plaintiff in order to obtain admissions of the truth of the alleged slander (*Walker* v. *Hodgson*, [1909] 1 K. B. 239; 78 L. J. K. B. 193).

411. ——. Where it is clear that a libel has been published to certain persons who are unknown to the plaintiff, and the statement of claim alleges that fact, the Court may in certain cases allow the plaintiff to interrogate the defendant as to the persons to whom it has been published (*Russell* v. *Stubbs*, [1913] 2 K. B. 200; 52 S. J. 580), but as a general rule the plaintiff cannot allege publication to unknown persons and then interrogate the defendant as to their names (*Barham* v. *Huntingfield*, [1913] 2 K. B. 193; 82 L. J. K. B. 752).

411. ——. Where the defendant raises the defence that the plaintiff is an unregistered moneylender, he may interrogate the plaintiff as to what (if any) loans he has transacted during a reasonable period prior to the loan in question, as to the rate of interest charged and generally as to the loans, but he may not require the plaintiff to disclose the names of the borrowers (*Nash* v. *Layton*, [1911] 2 Ch. 71; 80 L. J. Ch. 636).

411. ——. In an action for damages from the bite of the defendant's dog, an order was made that the plaintiff should give particulars of any previous occasions on which the dog had bitten people. Such particulars having been given, the defendant sought to interrogate the plaintiff to discover the names of the people so bitten. The interrogatories were disallowed on the ground that they were for the purpose of ascertaining the names of the plaintiff's witnesses (*Knapp* v. *Harvey*, [1911] 2 K. B. 725; 80 L. J. K. B. 1228).

412. ——. In an action for libel the plaintiff cannot ask the defendant whether the defendant meant by the libel the meaning put upon it by the innuendo (*Heaton* v. *Goldney*, [1910] 1 K. B. 754; 79 L. J. K. B. 541).

417. ——. In an action for malicious prosecution special caution should be observed in allowing interrogatories. In such an action the two following interrogatories were not allowed: (1) "What information (if any) had you that induced you to prosecute the plaintiff for stealing gas? What steps (if any) had you taken before commencing the said prosecution to ascertain whether the charge was true or not? What grounds (if any) had you for supposing that the plaintiff had committed the offence charged? Did you before you commenced the said prosecution take any and what precautions, or make any and what inquiries as to the truth of the said charge, and what was the result of each such inquiry ? " An interrogatory similar to the foregoing should only be allowed in an action for malicious prosecution under exceptional circumstances. (2) " What are the facts and circumstances on which you rely as showing that you had reasonable and proper cause for the said prosecution ? " This interrogatory was held clearly inadmissible (*Maass* v. *Gas Light and Coke Co.*, [1911] 2 K. B. 543 ; 80 L. J. K. B. 1313).

421. Intervention (Divorce).—See Divorce herein.

423. Intoxicating Liquors.—Any person giving or causing to be given to any child under five, except under medical orders, or in case of sickness or other urgent cause, any intoxicating liquor is liable to a fine not exceeding £3 (Children Act, 1908, 8 Edw. vii. c. 67, s. 119).

427. Ireland.—The Coroners (Ireland) Act, 1908, 8 Edw. vii. c. 37, provides for the appointment of deputy coroners in counties and boroughs in Ireland.

427. ——. The Polling Districts and Registration of Voters (Ireland) Act, 1908, 8 Edw. vii. c. 35, gives to county councils power to alter the polling districts and the method of compiling lists of voters.

427. ——. The Tuberculosis Prevention (Ireland) Act, 1908, 8 Edw. vii. c. 56, contains provisions to prevent the spread and to provide for the treatment of tuberculosis.

427. ——. The Constabulary (Ireland) Act, 1908, 8 Edw. vii. c. 60, amends the law relating to the pay and pensions of the Royal Irish Constabulary.

427. ——. The Housing of the Working Classes (Ireland) Act, 1908, 8 Edw. vii. c. 61, provides further facilities for the erection of houses for the working classes in cities and towns in Ireland.

427. ——. The Summary Jurisdiction (Ireland) Act, 1908, 8 Edw. vii. c. 24, amends the law as to drunkenness in Ireland.

438. ——. Line 17, for "[1903] 1 C. D.," *read* "[1903] 1 Ch." Line 32, for "[1898] 1 I. R.," *read* "[1899] 1 I. R."

449. ——. Land subject to an annuity under the Land Purchase (Ireland) Acts is realty for the purpose of sec. 6 (8) of the Finance Act, 1894, which allows payment by instalments (Finance (1909–10) Act, 1910, 10 Edw. vii. c. 8, s. 61 (3)). The payment of estate duty on land agreed to be sold under the Acts may be postponed until the purchase money is paid, on payment of interest at 3 per cent. per annum (*ibid.* s. 61 (4)).

456. ——. There is no appeal to the House of Lords from the Court of Appeal in Ireland on a judgment reviewing the decision of a judicial commissioner with reference to the distribution of the purchase money on a sale of land under the Irish Land Act, 1903 (*Scottish Widows' Fund Life Assurance Society* v. *Blennerhassett*, [1912] A. C. 281 ; 81 L. J. P. C. 160).

466. ——. Section 1 of the Irish Statute of 1745, 19 Geo. ii. c. 13, which rendered void marriages between Protestants and Papists, if celebrated by a Popish priest, had no extraterritorial effect, and therefore a marriage between an Irish Protestant and an Austrian Roman Catholic celebrated in Austria by a Roman Catholic priest was held to be a valid marriage in *Swifte* v. *Att.-Gen. for Ireland*, [1912] A. C. 276; 81 L. J. P. C. 158).

482. Issue.—After *Ex parte Wynch*, 5 De G. M. & G. 188, add a reference to *In re Coulden; Coulden* v. *Coulden*, [1908] 1 Ch. 320; 77 L. J. Ch. 209.

483. Issue Living.—The decision in *In re Salaman; De Pass* v. *Sonnenthal*, [1907] 2 Ch. 47, was reversed in the Court of Appeal, see [1908] 1 Ch. 4; 77 L. J. Ch. 60.

497. Japan.—The Japan (Consular and Marriage Fees) Order, 1906, is amended by the Consular Fees (Amendment) Order, 1910, No. 667.

499. Jews.—Line 13, *for* "1868" *read* "1858." 21 & 22 Vict. c. 49, secs. 1–3, were repealed by the Promissory Oaths Act, 1871, 34 & 35 Vict. c. 48. The form of parliamentary oath is now that prescribed by the Parliamentary Oaths Act, 1866, 29 & 30 Vict. c. 19.

499. ——. Where the secretary of a synagogue is also the properly constituted registering officer, he ought to sign the certificate of a Jewish marriage as both secretary and registrar (*Prager* v. *Prager*, 1913, 108 L. T. 734).

500. ——. As to restoration of customary dower to a Jewish wife who has obtained a decree of nullity, see *Joseph* v. *Joseph*, [1909] P. 217; 78 L. J. P. 51.

504. Joinder of Causes of Action.—A plaintiff may join defendants against whom he claims relief either jointly, severally, or in the alternative, although the causes of action are not identical if the subject-matter of the action is substantially the same as regards each defendant (*Compania Sansinena de Carnes Congeladas* v. *Houlder*, [1910] 2 K. B. 354; 79 L. J. K. B. 1094). In this case the plaintiffs were held entitled to join a firm who had contracted to supply a suitable steamer for the conveyance of frozen meat, who were sued on their contract, and the owners of the steamer, who were sued on the bills of lading.

513. Joint Tenancy.—In *In re McKerrell; McKerrell* v. *Gowans*, [1912] 2 Ch. 648; 82 L. J. Ch. 22, a husband and wife effected a joint policy of assurance on their lives. The premiums were paid equally by both, and the amount insured was payable to the survivor on the death of either of them. The husband being unable to pay some of the instalments, they were paid by the wife, and subsequently the husband assigned all his property to the defendant. It was held that as regards the defendant, the wife was entitled to set off the premiums she had paid on behalf of her husband, and that she was entitled to a lien on the policy moneys for the sums she had so paid. The defendant's right or interest in the policy was questioned.

525. Judge's Notes.—A County Court judge is entitled to add to his note an explanation of an ambiguous word or phrase therein (*Lowery* v. *Walker*, [1911] A. C. 13; 80 L. J. K. B. 138).

531. Judgment.—An order dismissing a summons to review taxation of a solicitor's bill under the Solicitors Act, 1843, is not final, but interlocutory (*In re Jerome*, [1907] 2 Ch. 145; 76 L. J. Ch. 432); so is an order striking out a statement of claim as frivolous and vexatious under Order XXV. r. 4 (*In re Page ; Hill* v. *Fladgate*, [1910] 1 Ch. 489 ; 79 L. J. Ch. 482).

536. ——. Where judgment is entered for a wrong amount, it is the duty of the creditor and not the debtor to have the judgment corrected (*Muir* v. *Jenks*, [1913] 2 K. B. 412 ; 82 L. J. K. B. 703). In that case the plaintiff issued a writ for a liquidated amount. Part of this claim the defendant paid, and the plaintiff entered judgment in default of appearance for the full amount. Subsequently he issued a bankruptcy notice in which he gave credit for the amount which the defendant had paid. On the application of the defendant, the Court set aside the judgment.

545. Judgments Extension.—As to priority of garnishee in England and trustee under bankruptcy in Scotland, see EXECUTION herein, p. 214.

554. Judicial Separation.—Where a husband resists a petition by his wife for a judicial separation on the ground of the adultery of the wife, he may, in his answer, claim damages against the alleged adulterer (*N.* v. *N.*), [1913] P. 75 ; 82 L. J. P. 56).

570. Jury.—The Juries Act, 1825, sec. 22, limited the number of jurors who could be summoned to 144 ; the County Common Juries Act, 1910, 7 Edw. VII. and 1 Geo. V. c. 17, removes this limitation and gives power to make rules as to the number of county jurors.

574. ——. Under sec. 34 of the County Juries Act, 1825, a certificate by the judge for a special jury must be granted immediately after the verdict unless there are special circumstances. Where such special circumstances exist the certificate must be granted on the first reasonable opportunity. The judge, however, has power to reserve his decision (*Barker* v. *Lewis*, [1913] 3 K. B. 34 ; 82 L. J. K. B. 843).

575. ——. See CIRCUITS AND ASSIZES herein as to dispensing with attendance of jurors when there is no business for them to transact.

577. ——. In a trial for murder, in exceptional cases, *e.g.* illness, a juror may separate from the others, and need not be in the charge of a sworn bailiff, provided there is no opportunity of tampering with him (*R.* v. *Crippen*, [1911] 1 K. B. 149 ; 80 L. J. K. B. 290).

578. ——. In a criminal cause a jury may be discharged and the trial adjourned, generally owing to the absence of witnesses owing to unforeseen accident. If the absence is due to mistake, the trial should be adjourned for a reasonable time and the prisoner should be tried by the same jury. If this course cannot be followed, a verdict should be taken on the evidence before the jury (*R.* v. *Lewis*, 1909, 78 L. J. K. B. 722).

578. ——. When Quarter Sessions are sitting in two courts the power to discharge a jury in the second court is not restricted to that court, but the jury may be discharged by the first court. It is doubtful whether the prisoner must be present when the jury is discharged (*R.* v. *Richardson*, [1913] 1 K. B. 395 ; 82 L. J. K. B. 333).

589. Justice of the Peace.—A woman who holds or has held the office of mayor is not thereby entitled to be a justice of the peace (Qualification of Women (County and Borough Councils) Act, 1907, 7 Edw. VII. c. 33. See Vol. XIV. p. 826).

593. Justices' Clerk.—The appointment of a clerk to petty sessions is a ministerial and not a judicial act, and need not be made in open court (*R.* v. *Carlow JJ.*, [1911] 2 Ir. R. 382).

599. Justification.—After *Dakhyl* v. *Labouchere*, add a reference to *Hunt* v. *Star Newspaper Co.*, [1908] 2 K. B. 309; 77 L. J. K. B. 732.

613. King's Proctor.—In *Jackson* v. *Jackson*, [1910] P. 230; 79 L. J. P. 82, Bargreave Deane, J., questioned the decision in *Hudson* v. *Hudson*, 1875, 1 P. D. 65.

621. Labour Bureaux.—See MASTER AND SERVANT herein.

622. Labour Exchanges.—See MASTER AND SERVANT herein.

648. Landlord and Tenant.—*Carlisle Café Co.* v. *Muse*, 1897, 67 L. J. Ch. 53, was followed in *Hope* v. *Cowan*, [1913] 2 Ch. 312; 82 L. J. Ch. 439, in which case it was held that the demise of a room or a flat included the whole of the outside wall, unless there was something in the demise to exclude it.

648. ——. As to the operation of sec. 6. of the Conveyancing Act, 1881, 44 & 45 Vict. c. 41, see *Lewis* v. *Meredith*, [1913] 1 Ch. 571; 82 L. J. Ch. 255.

653. ——. The counterpart of a lease will be looked at to explain a patent ambiguity in the lease (*Matthews* v. *Smallwood*, [1910] 1 Ch. 777; 79 L. J. Ch. 322).

659. ——. A covenant for quiet enjoyment is not broken by the mere interference with the comfort of the users of the demised property by noise, invasion of privacy, detraction from amenities, or similar annoyances (*Browne* v. *Flower*, [1911] 1 Ch. 219; 80 L. J. Ch. 181).

665. In *Sinnott* v. *Bowden*, [1912] 2 Ch. 414; 81 L. J. Ch. 832, it was held that sec. 83 of the Fires Prevention (Metropolitan) Act, 1774, is of general application notwithstanding the opinion expressed in *Westminster Fire Office* v. *Glasgow Provident Society*, 1888, 13 App. Cas. 699. It was further held in this case that the section applies as between a mortgagor and mortgagee and the mortgagee is therefore entitled to require the insurance moneys to be laid out in rebuilding.

666. ——. The landlord of a building let out in suites of offices is not liable for damage resulting to a tenant from the malicious act of a third party, which he could not reasonably have foreseen and prevented (*Rickards* v. *Lothian*, [1913] A. C. 263; 82 L. J. P. C. 42). In this case the malicious act was the turning on of a water tap by an unknown person, which resulted in the flooding of the tenant's offices underneath.

668. ——. A tenant who covenants well and sufficiently to maintain, uphold, support and keep in good, substantial repair, premises consisting of a substructure bearing the weight of a superstructure, must maintain the standard of strength which existed at the date of the demise (*London Corporation* v. *Great Western Railway*, [1910] 2 Ch. 314; 79 L. J. Ch. 622).

668. ——. Under a covenant by a lessee to substantially repair and keep in thorough repair and good condition the demised premises, and to deliver up the same so repaired and kept, the lessee is bound to repair all damage to subsidiary portions of the premises even if such damage is due solely to age and the elements (*Lurcott* v. *Wakely*, [1911] 1 K. B. 905; 80 L. J. K. B. 713, where the lessee was held liable to rebuild the front wall of the premises, which had been condemned by the local authority as a dangerous structure, owing to its age and the action of the elements).

670. ——. A covenant to repair is not ended if part of the property demised is acquired by a local authority under statutory powers (*Piggott* v. *Middlesex County Council*, [1909] 1 Ch. 134; 77 L. J. Ch. 813).

671. ——. A tenant cannot recover from his sub-tenant costs of proceedings for relief from forfeiture occasioned by the neglect of the sub-tenant to perform a covenant to repair where the head lease and sub-lease contain substantially similar covenants, but the sub-lease does not contain a covenant of indemnity or an express covenant to perform the covenants and conditions of the head lease (*Clare* v. *Dobson*, [1911] 1 K. B. 35; 80 L. J. K. B. 158).

675. ——. Rent may be made payable on a Sunday, and if not then paid a distress may be levied on the following day (*Child* v. *Edwards*, [1909] 2 K. B. 753; 78 L. J. K. B. 1061).

678. ——. A tenant is entitled to deduct from his rent the amount of the landlord's property tax which he has paid, although he has in the meantime made a payment of rent without deduction (*In re Sturmey Motors Ltd.; Rattray re Sturmey Motors Ltd.*, [1913] 1 Ch. 16; 82 L. J. Ch. 68).

679. ——. As to *Elphinstone* v. *Monkland Iron and Coal Co.*, 1886, 11 App. Cas. 332, see *Dingwall* v. *Burnett*, [1912] S. C. 1097.

680. ——. The receiver in a foreclosure action may be the landlord of premises within sec. 1 of the Landlord and Tenant Act, 1709, 8 Anne, c. 18. Under that section the landlord cannot recover from the execution creditor payments reserved by the lease which are not rent (*Cox* v. *Harper*, [1910] 1 Ch. 480; 79 L. J. Ch. 307).

683. ——. A "purchaser" in sec. 27 of Lord St. Leonard's Act, 22 & 23 Vict. c. 35, is a person to whom the lease is sold, and who pays a price in money for it, and does not include a person who is paid money to take over the lease and indemnify the executor (*In re Lawley; Jackson* v. *Leighton*, [1911] 2 Ch. 530; 81 L. J. Ch. 97).

683. ——. In the Irish case of *Minford* v. *Carse*, [1912] 2 Ir. R. 245, it was held that the personal liability of an executor who has entered into possession of his testator's leasehold premises is limited to the profits which he makes, or by the exercise of due care, skill, or diligence could make out of them. It was further held that the appointment of a receiver, and the possession by him of the premises precluded the executor from making any profit during the period during which he was in possession. In this case the rent was payable in advance, and the claim was made for rent in advance. The Court held that the action was premature, as it was impossible to ascertain in advance what profit could be made in the future.

685. ——. It is not open to a lessee, who has known for years of operations which he alleges constitute a trespass, to make such operations subsequently the ground for an action for the rescission of the contract of lease. In such a case the lessee may have a remedy in damages, but he has no right to rescission of the contract (*South African Breweries Ltd.* v. *Durban Corporation*, [1912] A. C. 412; 81 L. J. P. C. 217).

689. ——. A contract to let a flat to a woman for the purpose of being visited there by one man as his mistress is void, and the landlord cannot recover the rent (*Upfill* v. *Wright*, [1911] 1 K. B. 506; 80 L. J. K. B. 254).

691. ——. The principle of *Moss* v. *Gallimore*, 1779, 1 Doug. 279, and *Rogers* v. *Humphreys*, 1835, 4 Ad. and E. 299, that a mortgagor is in possession and receives the rents of the mortgaged property by the leave of the mortgagee, who is the reversioner and entitled on taking possession of it to all arrears of rent under leases made before the mortgage or subsequent to it by authority of the mortgagee, is not affected by sec. 25 (5) of the Judicature Act, 1873, or sec. 10 of the Conveyancing Act, 1881 (*In re Ind. Coope & Co. Ltd.; Fisher* v. *Ind. Coope & Co. Ltd.*, [1911] 2 Ch. 223; 80 L. J. Ch. 661).

692. In *Sunderland Orphan Asylum* v. *River Wear Commissioners*, [1912] 1 Ch. 191; 81 L. J. Ch. 269, it was held that a private Act of Parliament which vested the premises in question in the plaintiffs was equivalent to a grant under 32 Hen. VIII. c. 34, so as to enable them to enforce a covenant entered into by the predecessors in title of the defendants as lessees of the premises.

693. ——. The decision in *Andrew* v. *Bridgman*, [1907] 2 K. B. 494, was affirmed in the Court of Appeal, see [1908] 1 K. B. 596; 77 L. J. K. B. 272. The decision in *Jenkins* v. *Price*, [1907] 2 Ch. 229, was reversed on the ground that the lessor was acting reasonably in refusing his consent, as the proposed assignee, a limited company, could not perform the covenant to reside on the premises and personally conduct the business; see [1908] 1 Ch. 10; 77 L. J. Ch. 41.

695. ——. The written contract for the assignment of a lease stated that the legal estate in the residue of the term was outstanding, and that the vendor should not be required to get it in. By the conveyance the vendor purported to convey as beneficial owner. He was held to be entitled to have the assignment rectified so as to limit his liability under the implied covenants for title (*Stiat* v. *Fenner*, [1912] 2 Ch. 504; 81 L. J. Ch. 710).

696, 698, 707. ——. The case of *Dewar* v. *Goodman* was affirmed in the House of Lords, see [1909] A. C. 72; 78 L. J. K. B. 209.

698. ——. In *In re Hughes; Ellis* v. *Hughes*, [1913] 2 Ch. 491; 83 L. J. Ch. 31, a landlord agreed to erect certain buildings on the demised property, and the lessee agreed to pay an additional rent for such buildings. The landlord died before the buildings were erected, and the lessee called upon his executors to complete the works. It was held that the cost of erecting the buildings and of an arbitration incidental thereto ought to be primarily borne by the general estate and not by the specific devisees.

704. ——. *Doe* v. *Bevan*, 1815, 3 M. & S. 353, was followed in *In re Birkbeck Permanent Benefit Building Society; Official Receiver* v. *Licenses Insurance Corporation*, [1913] 2 Ch. 34; 82 L. J. Ch. 386, in which case a mortgage was insured under a policy which contained a condition that if the interest of the insured should pass from the insured otherwise than by will or operation of law, the policy should cease to be in force unless notice of the assignment were given to the insurers. The Official Receiver assigned the policy in the ordinary course of his business, and it was held that such an assignment was by "operation of law."

706. ——. A lessee who had covenanted not to underlet a field without leave, did so underlet it to the plaintiff on a yearly tenancy, without the knowledge of the lessor. The lessee then surrendered his lease and the lessor relet to the defendant. The plaintiff refused to give up possession, and the defendant drove off the plaintiff's cattle and took possession. The plaintiff was held entitled to recover possession. Darling, J., put his right on the ground that there had been no forfeiture or re-entry by the lessor, and Bucknill, J., on the ground that the acceptance by the lessor of the surrender precluded him from subsequently forfeiting the plaintiff's interest (*Parker* v. *Jones*, [1910] 2 K. B. 32; 79 L. J. K. B. 921).

707. ——. The lessee of licensed premises is liable for rent after the licence has been taken away under the Licensing Act of 1904 (*Grimsdick* v. *Sweetman*, [1909] 2 K. B. 740; 78 L. J. K. B. 1162).

707. ——. If the tenant, lessee, or occupier of any premises is convicted of knowingly permitting the premises, or any part of them, to be used as a brothel, the landlord or lessor may require the person convicted to assign the lease or other contract under which the premises are held to some person approved by the landlord or lessor, which approval is not to be unreasonably withheld. If the person convicted fails within three months to assign the lease or contract the landlord or lessor may determine the lease or contract, but without prejudice to the rights or remedies of any party to such lease or contract which has accrued before the date of the determination. Where the landlord or lessor does determine the lease or contract, the Court which convicted the tenant, lessee or occupier has power to make a summary order of possession to the landlord or lessor (Criminal Law Amendment Act, 1912, 2 & 3 Geo. v. c. 20 s. 5 (1)).

If, after a conviction has been brought to his notice, the landlord or lessor does not exercise his rights under subs. (1), and subsequently during subsistence of the lease or contract a similar offence is again committed in respect of the same premises, the landlord or lessor is deemed to have knowingly aided or abetted the commission of the offence unless he proves that he has taken all reasonable steps to prevent the recurrence of the offence (*ibid.* s. 5 (2)).

If a landlord or lessor determines a lease or contract under the section and subsequently grants another lease, or enters into another contract of tenancy to, with, or for the benefit of the same person, without causing to be inserted in the lease or contract all such reasonable provisions for the prevention of the recurrence of any such offence, he is deemed to have failed to have exercised his rights under the section, and any offence committed during the subsequent lease or contract is deemed for the purposes of the section, to have been committed during the existence of the previous lease or contract (*ibid.* s. 5 (3)).

In Ireland, where a lease or contract is determined under the provisions of the section, the person quitting the premises is not entitled to compensation under the Town Tenants Compensation Act, 1906 (*ibid.* s. 5 (4)).

712. ——. A landlord cannot maintain an action for a declaration of forfeiture for a breach of a covenant to which sec. 14 of the Conveyancing Act, 1881, applies, unless he has first served the notice required by subsec. 1, even if the breach was not intended to be followed by re-entry (*Wilson* v. *Rosenthal*, 1906, 22 T. L. R. 233).

712. ——. Where relief against forfeiture is asked, the applicant must, subject to the maxim "*de minimis,*" come into Court with clean hands, and will not be relieved if he avows an intention to continue or repeat the breach of covenant (*Rose* v. *Spicer*, [1911] 2 K. B. 234; 80 L. J. K. B. 1011). In this case Cozens-Hardy, M. R., laid down the following general propositions: In order to qualify himself for relief, the applicant must (1) so far as possible remedy the breaches or pay compensation; (2) if the breach is of a negative covenant, he must undertake to observe it in future, or, at least, not avow his intention to repeat the breach; (3) if the act complained of, while not a breach of a negative covenant, is such that the Court would have restrained it during the lease on the ground of waste, he must undertake to make good the waste, if possible; (4) if the act complained of does not fall under heads (2) or (3), but is one in respect of which damages other than nominal might have been recovered in an action on the covenant, he must undertake not to repeat the act or to continue the breach. This case was reversed in the House of Lords (*sub nom.*) *Hyman* v. *Rose*, [1912] A. C. 623; 81 L. J. K. B. 1062, on the grounds that the discretion of the Court under sec. 14 (2) of the Conveyancing Act, 1881, was very wide, that the acts complained of were contemplated by the lease, and that relief should be granted on the terms offered by the lessees.

715. ——. After *Imray* v. *Oakshette*, add a reference to *Matthews* v. *Smallwood*, [1910] 1 Ch. 777; 79 L. J. Ch. 322).

715. ——. The sale contemplated by sec. 2 (2) of the Conveyancing Act, 1892, must be completed by conveyance, or the contract must be an absolute contract for sale (*In re Castle; Mitchell* v. *Castle*, 1906, 94 L. T. 396).

717. ——. A tenant who has obtained an order for relief from forfeiture and who has fulfilled some of the conditions mentioned in the order cannot be compelled to proceed with the other conditions or to take the relief (*Talbot* v. *Blindell*, [1908] 2 K. B. 114; 77 L. J. K. B. 540).

717. ——. When relief is granted under sec. 14 of the Conveyancing and Law of Property Act, 1881, to a tenant or his assign, the result is that the forfeiture is completely wiped out for all purposes and as between all parties, and their respective positions are the same as if there never had been any forfeiture (*Dendy* v. *Evans*, [1910] 1 K. B. 263; 79 L. J. K. B. 121).

VOLUME VIII.

9. Lands Clauses Acts.—To paragraph dealing with Michael Angelo Taylor's Act add a reference to *Thompson* v. *Hammersmith Borough Council*, [1906] 1 Ch. 299 ; 75 L. J. Ch. 129.

9. ——. For the meaning of the word "necessary" in sec. 80 of Michael Angelo Taylor's Act, see *Davies* v. *London Corporation*, [1913] 1 Ch. 415 ; 82 L. J. Ch. 286).

10. ——. After *Att.-Gen.* v. *Mathieson*, [1907] 2 Ch. 383, add a reference to *In re Orphan Working School and Alexandra Orphanage*, [1912] 2 Ch. 167 ; 81 L. J. Ch. 627.

11. ——. A notice to treat in respect of part of lands which are the subject of a building contract does not affect the contract as regards the part not included in the notice (*In re Furness and Willesden Urban Council*, 1905, 70 J. P. 25 ; 22 T. L. R. 52).

12. ——. The words "other building" in sec. 91 of the Lands Clauses Consolidation Act, 1845, mean something in the nature of a house, although in ordinary language it would not be called a house ; they cannot be extended so as to include the whole of a canal company's undertaking (*Regent's Canal and Dock Co.* v. *London County Council*, [1912] 1 Ch. 583 ; 81 L. J. Ch. 377).

16. ——. Line 31, *for* "[1894] 1 Q. B.," *read* "[1894] 2 Q. B."

18. ——. An action to enforce an award under the Lands Clauses Act, 1845, is barred after six years from the date of the award (*Turner* v. *Midland Railway*, [1911] 1 K. B. 832 ; 80 L. J. K. B. 516).

18. ——. In arriving at the value of lands taken for a special purpose, *e.g.* the construction of a reservoir, the special adaptability of the land for that purpose should be taken into consideration (*In re Lucas and Chesterfield Gas and Water Board*, [1909] 1 K. B. 16 ; 77 L. J. K. B. 1009).

19. ——. The decision in *Fletcher* v. *Birkenhead Corporation*, [1906] 1 K. B. 605, was affirmed in the Court of Appeal, see [1907] 1 K. B. 205 ; 76 L. J. K. B. 218.

19. ——. The decision of the Court of Appeal in *Manchester Corporation* v. *New Moss Colliery*, [1906] 2 Ch. 564, was affirmed in the House of Lords, see [1908] A. C. 117 ; 77 L. J. Ch. 392.

20. ——. Line 27, *for* "*Re Mountford*," *read* "*R.* v. *Mountford*."

20. ——. A person in possession of land taken under statutory power has a *primâ facie* claim to compensation (*Perry* v. *Clissold*, [1907] A. C. 73 ; 76 L. J. P. C. 19).

21. ——. *Great Western Railway Co.* v. *Bennett*, 1867, L. R. 2 H. L. 27, was discussed in *Howley Park Coal and Cannel Co.* v. *London and North-Western Railway*, [1913] A. C. 11 ; 82 L. J. Ch. 76, in which case it was held that secs. 77–85 of the Railways Clause Act, 1845, do not apply to mines outside the limits prescribed by sec. 78, and that as regards mines outside that limit a railway company has a right to the common law support for its line. In the same case it was held that a railway company did not acquire any additional right of support from adjacent or subjacent mines by the purchase of mines under its line, the above sections applying to lands acquired by the company voluntarily after its compulsory powers have been acquired.

22. ——. After *In re London United Tramways Act,* 1900, [1906] 1 Ch. 534, add : In *In re Thames Tunnel Act,* [1908] 1 Ch. 493 ; 77 L. J. Ch. 330, it was held that where it becomes necessary to procure the admission of the customary heir, the steward's fees should be paid by the promoters, and the lord's fine by the vendors.

22. ——. The Board of Agriculture and Fisheries are the proper tribunal to determine the parties interested in compensation money paid to a committee of commoners in respect of commonable rights extinguished owing to common lands being taken for a public undertaking under the Lands Clauses Consolidation Act, 1845. The Court has no jurisdiction to interfere with the Board or committee in the absence of misconduct (*Salmon* v. *Edwards,* [1910] 1 Ch. 552 ; 79 L. J. Ch. 296).

23. ——. Where promoters deal only with a mortgagor, and compensation is awarded to the mortgagor and the promoters enter into possession, they are not debarred from subsequently serving a notice to treat on the mortgagee, nor will the Court restrain them from exercising their statutory powers against the mortgagee (*Cooke* v. *London County Council,* [1911] 1 Ch. 604 ; 80 L. J. Ch. 423).

24. ——. In *Douglas* v. *Rhyl Urban Council,* [1913] 2 Ch. 407, the plaintiff prepared certain plans for the defendant council in connection with a contract which was not within sec. 174 of the Public Health Act, 1875. It was held that the principle of *Lawford* v. *Billericay Rural Council,* [1903] 1 K. B. 772 ; 72 L. J. K. B. 554, applied, and that the plaintiff was entitled to recover his fees.

24. ——. Where money has been paid into Court by a railway company which is the purchase money of land which is the subject of a settlement, and the trustees of the will for the purpose of the Settled Land Acts present a petition for the payment out of the money, the tenant for life is entitled to be separately represented and to have his costs paid by the railway company (*In re Piggin; Ex parte Mansfield Railway,* [1913] 2 Ch. 326 ; 82 L. J. Ch. 431).

25. ——. By sec. 34 of the Lands Clauses Act, 1845, the costs of the arbitration are to be borne by the promoters unless the arbitrator awards the same or a smaller sum than was offered by the promoters. An offer under this section must be plain, clear and unconditional, and must not depend on a contingency (*Fisher* v. *Great Western Railway,* [1911] 1 K. B. 551 ; 80 L. J. K. B. 299).

26. ——. As to *In re London United Tramways Act,* 1900, [1906] 1 Ch. 534, see *In re Thames Tunnel Act, supra.*

30. Land Tax.—Line 29, *for* " minimum," *read* " maximum."

42. ——. When land tax has been redeemed the land is exonerated *a centro usque ad cœlum,* and therefore a railway constructed under land on which the tax has been redeemed is free from the tax. This exoneration extends to a railway which is partly under that half of a highway which abuts on the exonerated land (*Central London Railway* v. *City of London Tax Land Commissioners*, [1913] A. C. 364; 82 L. J. Ch. 274).

43. Land Taxes (Finance (1909-10) Act, 1910), including Mineral Taxes.

TABLE OF CONTENTS.

1. Definitions 423
2. Valuation for Purposes of Duties on Land Values . 426
3. Increment Value Duty . . 429
4. Reversion Duty . . . 433
5. Undeveloped Land Duty . 436
6. Exempted Land . . . 437
7. Copyholds 438
8. Settled Land 438
9. Mortgagees 439
10. Distribution of Proceeds . . 439
11. Definitions for Purposes of Provisions as to Minerals . 439
12. Mineral Rights Duty . . 440
13. Reversion and Increment Duty on Minerals . . . 441
13 (*a*). Meaning of Rental "Value" in case of Minerals . . 441
14. Appeals 442
15. Penalty for False Statements . 443
16. Acts done before Passing of Act 444

1. *Definitions.*—Unless the context otherwise requires—

"Land" does not include incorporeal hereditaments issuing or granted out of the land.

"Rent-charge" means tithe or tithe rent-charge, or other periodical payment or rendering in lieu of, or in the nature of, tithe, or any fee farm rent, rent seck, quit rent, chief rent, rent of assize, or any other perpetual rent or annuity granted out of the land.

"Rent" has the same meaning as in the Conveyancing and Law of Property Act, 1881, 44 & 45 Vict. c. 41, by which statute "rent" includes yearly or other rent, toll, duty, royalty, or other reservation, by the acre, the ton, or otherwise (s. 2 (ix.)), but does not include a rent-charge.

"Lease" includes an underlease and an agreement for a lease or underlease, but not a term of years created solely for the purpose of securing money until the term becomes vested in some person free from any equity of redemption. The term of a lease containing an obligation to renew is deemed to include the period for which it may be renewed, and in the case of a lease for life or lives is deemed to be a number of years equal to the mean expectation of life of the person for whose life it is granted, or of the youngest of such persons. A lease renewed in pursuance of such an obligation is not deemed to have been determined on its renewal.

"Interest" in relation to land includes an undivided share in a fee simple in possession and a reversion expectant on the determination of a lease, but not any other interest in expectancy, or an incumbrance or fixed charge (see *infra*), or a purely incorporeal hereditament, or a leasehold interest for a shorter time than fourteen years, or any tenancy which is, or is deemed to be, subject to statutory conditions under the Land Law (Ireland) Acts.

"Incumbrance" includes a mortgage in fee or for a less estate, a trust for securing money, a lien, and a charge of a portion, annuity, or any capital or annual sum, but not a fixed charge as defined below.

"Fixed charge" means a rent-charge as defined above, and any burden or charge (other than rates or taxes) arising by operation of law, or imposed by Act of Parliament, or imposed in pursuance of the exercise of any powers, or the performance of any duties, under any such Act, otherwise than by a person interested in the land or in consideration of any advance to any person interested in the land.

"Fee simple" means the fee simple in possession not subject to any lease, but does not include an undivided share in a fee simple in possession.

"Owner" means the person entitled in possession to the rents and profits of the land in virtue of an estate of freehold, but where land is let on lease for a term of which more than fifty years are unexpired, the lessee, or, if there are more than one lease, the lessee under the last created lease, is deemed to be the owner instead of the person entitled to the rents and profits. As to "owner" in the case of copyholds, see p. 438.

"Lessor" and "lessee" include underlessor and underlessee; "lessor" includes the person for the time being entitled to the reversion, whether freehold or leasehold, expectant on the determination of the lease; "lessee" includes executors, administrators and assigns of the lessee.

"Transferor" and "lessor" do not include persons who join in the execution of a conveyance or lease for the purpose only of conveying an estate vested in them as trustees or incumbrancers, or of acknowledging the receipt of the consideration money, or of giving consent. Sections 59, 60 and 62 of the Settled Land Act, 1882, 45 & 46 Vict. c. 38, relating to the exercise of powers on behalf of infants and lunatics, apply to the exercise of the powers of an owner in the same manner as they apply to the exercise of a tenant for life under that Act.

"Agriculture" includes the use of land as meadow or pasture land, or orchard or osier or wood land, or for market gardens, nursery grounds, or allotments, and "agricultural land" is to be construed according to this definition (s. 41).

The expression "value" is used in several different meanings throughout the Act. In order to avoid confusion these meanings are here set out, together with their definitions.

"Gross value" is the amount which the fee simple of the land, if sold at the time (*i.e.* on the occasion of a valuation made for the purposes of the Act) in the open market by a willing seller in its then condition (*i.e.* with buildings, structures, etc., and without any deductions), free from incumbrances, and from any burden, charge, or restriction (other than rates and taxes), might be expected to realise (s. 25 (1)). The gross value of property on the occasion of a sale is arrived at by estimating the amount which the fee simple of the land might have been expected to have realised, if sold by a willing seller, in its then condition free from encumbrances or from any burden charge or restriction (other than rates or taxes) (*Lumsden* v. *Inland Revenue Commissioners,* [1913] 3 K. B. 809; 82 L. J. K. B. 1275).

"Full site value" is the amount which remains after deducting from the gross value the difference between that value and the value which the fee simple of the land, if sold at the time (see *supra*) in the open market by a willing seller, might be expected to realise if the land were divested of all buildings and other structures (including fixed or attached machinery) on, in, or under the surface, which are appurtenant to or used in connection with any such buildings, and of all growing timber, fruit trees, fruit bushes, and other things growing thereon (s. 25 (2)).

"Total value" is the gross value after deducting the amount by which the gross value would be diminished if the land were sold subject to any fixed charges, public rights of way, public rights of user, rights of common, and easements affecting the land, and to any covenant or agreement restricting the use of the land entered into or made before April 30, 1909, and to any covenant or agreement restricting the use of the land entered into or made on or after that date, if in the opinion of the Commissioners the restraint imposed by the covenant or agreement entered into or made on or after April 30, 1909, was, when imposed, desirable in the interests of the public, or in view of the character and surroundings of the neighbourhood. The opinion of the Commissioners, in this case, is subject to an appeal to the referee (see *infra*), whose decision is final (s. 25 (3)). As to minerals, see *infra*.

"Original total value" is the total value as at April 30, 1909 (s. 27).

"Assessable site value" is the total value after deducting—(*a*) the same amount as is to be deducted for the purpose of arriving at the full site value from the gross value; and (*b*) any part of the total value which is proved to the Commissioners to be directly attributable to works executed or expenditure of a capital nature (including any expenses of advertisement) incurred *bona fide* by or on behalf of or solely in the interests of any person interested in the land for the purpose of improving the value of the land as building land, or for the purpose of any business, trade, or industry other than agriculture; and (*c*) any part of the total value which is proved to the Commissioners to be directly attributable to the appropriation of any land or to the gift of any land by any person interested in the land for the purpose of streets, roads, paths, squares, gardens, or other open spaces for the use of the public; and (*d*) any part of the total value which is proved to the Commissioners to be directly attributable to the expenditure of money on the redemption of any land tax, or any fixed charge, or to the enfranchisement of copyhold land or customary freeholds, or on the effecting of the release of any covenant or agreement restricting the use of the land which may be taken into account in ascertaining the total value of the land, or to goodwill, or any other matter which is personal to the owner, occupier, or other person interested for the time being in the land; and (*e*) any sums which, in the opinion of the Commissioners, it would be necessary to expend in order to divest the land of buildings, timber, trees, or other things of which it is to be taken to be divested for the purpose of arriving at the full site value from the gross value, and of which it would be necessary to divest the land for the purpose of realising the full site value. Works executed and expenditure incurred for the purpose of improving the agricultural value, which, in fact, improve the value of the land as building land, or for the purpose of any business, trade, or industry other than agriculture, are deemed to have been executed or incurred for the latter purpose also. References in the Act to site value other than the references to the site value of land on an occasion on which increment duty is to be collected are deemed to be references to the assessable site value as defined above (s. 25 (4)). The assessable site value may be a minus quantity (*Inland Revenue Commissioners* v. *Herbert*, [1913] A. C. 326; 82 L. J. P. C. 119).

"Original site value" is the site value as at April 30, 1909.

The provisions of sec. 25 do not apply to the valuation of minerals (s. 25 (5)).

In the case of minerals, "total value" is the amount which the fee simple of the minerals, if sold in the open market by a willing seller, in their then condition, might be expected to realise. The "capital value" of minerals is the total value after allowing such deduction as the Commissioners may allow for any work executed or expenditure of a capital nature incurred *bona fide* by or on behalf of any person interested in the minerals for the purpose of bringing them into working, or where the minerals have been partly worked, such deduction as the Commissioners consider is proportionate to the amount of the minerals which have not been worked (s. 23 (1)).

For the purposes of valuation, minerals are treated as a separate parcel of land. Where minerals are not comprised in a mining lease or being worked, they are treated as having no value as minerals, unless the proprietor specifies the nature of the minerals and his estimate of their capital value. Minerals which are comprised in a mining lease or are being worked are treated as a separate parcel of land both for valuation and for the assessment of duty (s. 23 (2)).

The provisions of the Act as to valuation do not apply to minerals which were on April 30, 1909, either comprised in a mining lease or were being worked by the proprietor, so long as they are so comprised or worked, nor do they apply to minerals which cease for a temporary period (not exceeding two years) to be comprised in a mining lease or to be worked (s. 23 (3)).

Except where the context otherwise requires, references to the site value of land, in cases where the land consists solely of minerals, or comprises minerals, are to be construed as regards the minerals as references to the capital value of the minerals (s. 23 (4)).

The Commissioners for the purpose of the land clauses in the Act are the Commissioners of Inland Revenue (s. 96 (2)).

2. *Valuation for Purposes of Duties on Land Values.*—The Commissioners are to cause a valuation to be made of all land in the United Kingdom, showing the total value and the site value, and in the case of agricultural land the value for agricultural purposes if different from the site value. Each piece of land under separate occupation, and, if the owner so requires, any part of any land which is under separate occupation, is valued separately. The value is taken as on April 30, 1909 (s. 26 (1)). Notwithstanding the foregoing section the Commissioners may, under sec. 5 of the Revenue Act, 1911, 1 Geo. v. c. 2, on the request of the owner of any pieces of land which are contiguous, and which do not in the aggregate exceed 100 acres in extent, value those pieces of land together, if they are satisfied that in the special circumstances of the case it is equitable to do so. In cases where a valuation had already been made, the Act provided for a revaluation if application was made before the end of June 1911.

Owners of, and persons receiving rent in respect of, land must, on being required, furnish to the Commissioners a return giving particulars as to the rent, ownership, tenure, area, character, and use of the land, the consideration given on previous sales or leases, and any other matters properly required for the purpose of valuation which he can give. Failure to make a return within the time specified, which must be not less than thirty days, is punishable by a penalty not exceeding £50, recoverable in the High Court (s. 26 (2)). An owner may give to the Commissioners his own estimate of the total or site value or both, which the Commissioners are to consider (s. 26 (3)).

The valuation so made is a provisional valuation, a copy of which is served on the owner. If no objection is taken, the values shown therein are adopted as the original total and original site values respectively (s. 27 (1)). An owner may within sixty days of the serving of a provisional valuation or such extended time as the Commissioners may allow, object to the provisional valuation, stating his grounds and the amendment he desires, and if the Commissioners amend the provisional valuation so as to be satisfactory to all persons objecting, the amended values are taken as the original total and site values (s. 27 (2)). The Commissioners have power to amend a provisional valuation, whether objected to or not, before it is finally settled, and in such a case the amended valuation is treated as a provisional valuation (s. 27 (3)). Any objector who is not satisfied may appeal under the Act; if no notice of appeal is given the values in the provisional valuation become the original total and site values, subject to any amendments made by the Commissioners to meet objections (s. 27 (4)). Persons interested in the land, other than the owner, may apply for a copy of the provisional valuation, and have the same rights of objecting and appealing as the owner (s. 27 (5)). In certain cases trustees may be justified in incurring expense in checking the valuations made under the Act (*In re Knollys' Trusts; Saunders* v. *Haslam,* [1912] 2 Ch. 357; 81 L. J. Ch. 572). In this case land was let on long leases, the first of which fell in in 1907, and the person equitably entitled in reversion was desirous that the valuations should be checked. The tenant for life objected to the trustees expending money for this purpose, and the trustees did not consider that it was necessary. Under these circumstances the Court refused to order the trustees to take action. There is no obligation on trustees of settled land to check the provisional valuations made by the Commissioners, but in certain cases, as, for instance, a building estate, the Court will give the trustees liberty to take reasonable steps to test the valuations made under the Act (*In re Smith-Bosanquet's Settled Estates,* 1912, 107 L. T. 191).

If the original total or site value has not been finally settled at the date when any duty is payable under the Act, the duty is assessed on the values shown in the provisional valuation. If the amount paid proves to be too great the excess is refunded, and if it proves to be too small the balance is treated as arrears of duty, except as regards penalty (s. 27 (6)).

Where a lessee is the owner of the land within the meaning of the Act (see s. 41, *supra*), sec. 27 applies as if the person entitled to the fee simple reversion or to a leasehold reversion exceeding twenty-one years were the owner as well as the lessee (s. 27 (7)). In the case of minerals, " owner of the land " probably includes " proprietor " as defined by sec. 24, see *infra*.

Periodical valuations of undeveloped land are to be made in 1914 and every fifth subsequent year. The valuation is to show the site value as on April 30 of the year of valuation. The provisions as to valuation set out above apply to these periodical valuations. If a valuation is begun but not completed in the year of valuation, the Commissioners may complete it after the expiration of the year subject to an appeal. The appeal would appear to be against the continuance of the valuation. Section 33 gives an appeal against the assessment itself (s. 28).

The Commissioners have power to assess any duty on such pieces of land, whether under separate occupation or not, as they think fit. The power applies to the assessment of duty and not to the valuation, as to which see sec. 26 (s. 29 (1)). The Commissioners also have power to make such apportionments and reapportionments of any original or periodical site value as they consider necessary for the purpose of the collection or assessment of increment value duty or undeveloped land duty, or which they may be required at any time to make on the application of any person entitled to the fee simple of, or to an interest in, any land. On any such apportionment or reapportionment for the purpose of the collection of increment value duty on the occasion of the grant of the transfer on sale of the fee simple of, or any interest in, the land, or on the occasion of the grant of any lease, the Commissioners must have regard to the consideration for the transfer or for the lease in making the apportionment or reapportionment (s. 29 (2)). The provisions relating to the procedure on the valuation of land (see ss. 26–28) apply to apportionment and reapportionment (s. 29 (3)). The value attributed to each part of the land on any such apportionment or reapportionment is to be treated as the original site value or the site value, as the case may be (s. 29 (4)).

The Commissioners are to keep a record showing all valuations, apportionments, reapportionments, and assessments made by them, and all deductions allowed in determining any value, and the amount of all duties paid (s. 30 (1)). Any person interested in any land may procure from the Commissioners, on paying a fee not exceeding 2s. 6d., copies of such particulars, certified if so required by a Secretary or Assistant Secretary to the Commissioners (s. 30 (2)).

All persons paying or receiving rent on behalf of another must, if so required by the Commissioners, furnish to the Commissioners within thirty days the name and address of the persons to whom they pay or on whose behalf they receive such rent. The Commissioners may give a general or special authority to any person to inspect any land and report the value thereof. Persons having the custody or possession of land must permit persons so authorised, on production of their authority, to inspect the land at such reasonable times as the Commissioners consider necessary. The penalty for failing to comply with either of the above provisions is £50, recoverable in the High Court (s. 31 (1)–(3)). Notices requiring returns for the purpose of valuation, copies of provisional valuations, and any other notices or documents required to be given or sent to an owner or person interested in land, are sufficiently given or sent if sent by post to the address of the owner or person interested, furnished to the Commissioners under the above powers, or if the address cannot be so ascertained, by leaving the notice or a copy of the document addressed to the owner or person interested with some occupier of the land, or, if there is no owner, by causing it to be put up in some conspicuous place on the land (s. 31 (4)).

The value of any consideration for a transfer or lease is, so far as the consideration consists of the payment of a capital sum, the amount of that capital sum, and so far as it consists of a periodical payment, is such sum as the Commissioners consider to be the capital value of that payment (s. 32 (1)). If the Commissioners are satisfied that any covenant or undertaking or liability to discharge any incumbrance, or if only a nominal rent is reserved, any covenant to erect buildings, or to expend money on the property, has formed part of the consideration, the Commissioners are to allow such sum as they think just in respect thereof as an addition to the value of the consideration (s. 32 (2)). Where any consideration has to be apportioned between properties included in a transfer or lease, it is apportioned by the Commissioners.

3. *Increment Value Duty.*—The Act provides that a new duty, called increment value duty, shall be charged, levied, and paid, at the rate of one pound in every complete five pounds of such value accruing after April 30, 1909. The duty or proportional part of it, so far as it has not been already paid on previous occasions, is collected :—(*a*) on any transfer on sale of the fee simple or of any interest in land (see *supra*) in pursuance of a contract made after April 28, 1910, or the grant of a lease (exceeding fourteen years) made in pursuance of a contract made after April 28, 1910; (*b*) on the death of any person after April 28, 1910, if the fee simple of, or any interest in, the land is comprised in the property passing on his death within the meaning of secs. 1 and 2 (1) (*a*), (*b*), and (*c*), and 3 of the Finance Act, 1894, 57 & 58 Vict. c. 30, as amended by the Finance Acts of 1896 and 1900 (see Vol. IV. pp. 355 *et seq.*); (*c*) if the fee simple or any interest is held by a body corporate or unincorporate as defined by sec. 12 of the Customs and Inland Revenue Act, 1885, 48 & 49 Vict. c. 51, in such manner that the land or interest is not liable to death duties, in the year 1914 and in every subsequent fifteenth year (see s. 6, *infra*) (s. 1).

The increment value is deemed to be the amount by which the site value on the occasion of collection exceeds the original site value (see *supra*) (s. 2 (1)). The site value on the occasion of collection is taken to be—(*a*) on the transfer on sale of the fee simple, the value of the consideration; (*b*) on the grant of a lease or the transfer on sale of an interest, the value of the fee simple calculated on the basis of the value of the consideration for the grant of the lease or transfer of the interest (see s. 3 (3), *infra*); (*c*) on death, in the case of the fee simple, the principal value of the land as ascertained for the purposes of Part I. of the Finance Act, 1894, 57 & 58 Vict. c. 30 (see Vol. IV. p. 359), and in the case of an interest, the value of the fee simple calculated on the basis of the principal value of the interest as so ascertained; (*d*) on a periodical occasion in the case of bodies corporate or unincorporate, the total value of the land estimated in accordance with the general provisions as to valuation (see *supra*). In each case the same deductions are allowed as in the general provisions as to valuation for the purpose of arriving at the site value from the total value (see *supra*) (s. 2 (2)). The owner of the fee simple of a house sold it in 1910 for £750. The full site value, both at the date of sale and on April 30, 1909, was £228. The gross value at the time of the sale was £658. The deduction in respect of roads was £90. The original site value had been fixed at £105. The Court of Appeal held that the site value on the occasion of the sale was to be arrived at by deducting from the purchase price the difference between the gross value on the occasion of the sale (£658) and the full site value at that time (£228), and also £90 in respect of roads; the vendor had therefore been properly assessed on the difference between that amount (£230), and the original site value (£105) (*Lumsden* v. *Inland Revenue Commissioners*, [1913], 3 K. B. 809; 82 L. J. K. B. 1275). If the site value of any land at the time of a transfer on sale of the fee simple or any interest within twenty years before April 30, 1909, exceeded the original site value as on April 30, 1909, that value is to be substituted for the original site value. The site value for this purpose is estimated in the same manner as on an occasion after the passing of the Act (see *supra*). The provision is applicable to a mortgage of the fee simple or an interest, with the substitution of the amount secured by the mortgage for the consideration. An application for this purpose must be made within three months after the original site value has been finally settled (s. 2 (3)). The provisions of sec. 2 (3) are extended by sec. 2 of the Revenue Act, 1911, 1 Geo. v. c. 2, to any transfer on sale of the fee simple of the land or any interest therein which took place twenty years or more before April 30, 1909, and was a transfer to the person who is the owner of the land or interest at the time of an application under that section. Provision was also made by the Revenue Act, 1911, for the alteration of the original site value by the Commissioners in cases where the site value had been already fixed, and for the return of any excess of duty paid. The time for any such application expired at the end of June 1911. The provisions of sec. 2 (3) are further extended by sec. 10 of the Finance Act, 1912, to any transfer on sale of the fee simple of the land or any interest therein which took place between April 29, 1909, and the commencement of the Finance (1909–10) Act, 1910 (April 29, 1910), or took place after that date in pursuance of a contract made before that date, in the same way as it applies to the case of a transfer on sale which took place within twenty years before April 30, 1909. Provision was also made by the Finance Act, 1912, for the alteration of the original site value by the Commissioners in cases where the site value had already been fixed, and for the return of any excess of duty paid. The time for any such application expired on November 7, 1912.

Capital sums paid to rating authorities under any public, general, or local Act, in respect of an increased value due to improvements made or actions taken by the authorities, are deducted from the increment value of the land for the purpose of collection of the duty, and the duty on the amount deducted is deemed to have been paid (s. 36).

Whenever increment value duty becomes payable, the Commissioners determine the amount deemed to be unsatisfied by deducting the original site value from the site value at the time and giving credit for any intermediate payments of duty. The Commissioners have power to make apportionments and reapportionments of duty paid on previous occasions (s. 3 (1)). In the case of fee simple the Commissioners collect the whole amount unsatisfied (s. 3 (2)), and in the case of the grant of a lease or of the transfer or passing on death or periodical assessment of an interest, such proportion as they determine to be payable (s. 3 (3)). Rules under sec. 3 (2) and (3) have been issued (see St. R. & O. 1910, No. 712). If the occasion is death and the property comprises settled land in which the deceased or any other person had an interest ceasing on the death of the deceased, then, if the subject of the settlement at the time of his death is fee simple, the duty is collected as if the fee simple passed, and if the subject is any other interest, as if that interest passed. No duty is payable on settled land which is exempted from estate duty by sec. 5 of the Finance Act, 1894, 57 & 58 Vict. c. 30, as amended by sec. 13 of the Finance Act, 1898, 61 & 62 Vict. c. 10 (s. 3 (4)). On the first occasion on which increment value duty becomes payable the increment value is deemed to be reduced by 10 per cent. of the original site value, and on subsequent occasions by 10 per cent. of the site value at the last preceding date of collection. The duty thus remitted is not collected and is deemed to have been paid. No remission, however, is allowed which would make the amount of increment value on which duty has been remitted during the preceding five years exceed 25 per cent. of the site value on the previous date of collection or of the original site value if there has been no collection (s. 3 (5)). Increment value duty is a stamp duty (s. 3 (6)).

Increment value duty is assessable and payable by the transferor or lessor, as the case may be, on every sale of the fee simple of land or on the grant of a lease for a term exceeding fourteen years (s. 4 (1)). Any contract made after March 31, 1911, made between a transferor and transferee, or a lessor and a lessee for the payment by the transferee or lessee of increment value duty, or of any expenses incurred in the payment or assessment of the duty, or for the re-payment or re-imbursement of the transferor or lessor in any manner of any payments made in respect of the duty or expenses, is void (Revenue Act, 1911, 1 Geo. v. c. 2, s. 1). The transferor or lessor must present the instrument or reasonable particulars thereof to the Commissioners for the purpose of assessing duty in accordance with their regulations (see St. R. & O. 1910, No. 665). Failure to do so is punishable by a fine on summary conviction not exceeding £10, and interest at 5 per cent. on any duty payable from the date of the execution of the instrument. There is an appeal to Quarter Sessions (s. 4 (2)). Notwithstanding anything in sec. 12 of the Stamp Act, 1891, 54 & 55 Vict. c. 39, no instrument by which a transfer or lease is effected or agreed to be effected is deemed to be duly stamped unless it is stamped with a stamp denoting—(1) that increment value duty has been assessed and paid; or (2) that all necessary particulars have been delivered and security has been given (if required) for the payment of the duty; or (3) that no duty is payable. An instrument so stamped is, notwithstanding any objection relating to the increment value duty, deemed to be duly stamped as respects that duty (s. 4 (3)). The duty when assessed is a debt due to the Crown from the transferor or lessor, and for the purpose of calculating the amount due on any subsequent occasion is deemed to have been paid (s. 4 (4)). The Commissioners have power to make regulations as to the presentation of instruments, the dispensing with presentation or particulars in certain cases, applications for return of duty, and as to payment of duty by instalments where the consideration is payable periodically (see St. R. & O. 1910, No. 665). In the case of a lease where the duty is payable by instalments and the lease is determined before all the instalments are due, the instalments not due are remitted, and the amount of duty deemed to be paid is reduced by the amount of the instalments remitted (s. 4 (5)). If after the duty has been paid the transaction is not executed, the duty is returned, provided application is made within two years. The duty returned is deemed not to have been paid (s. 4 (6)). Where an agreement for a transfer or for a lease has been stamped, the subsequent conveyance, assignment, or lease need not be stamped, but the

Commissioners will, if requested, denote the amount of duty paid on the instrument (s. 4 (7)).

The provisions of the Finance Act, 1894, as to the assessment, collection, and recovery of estate duty (see Vol. IV. pp. 354 *et seq.*) apply as if increment value duty to be collected on death were estate duty, but where an interest in land in respect of which increment value duty is payable is property passing to the personal representative as such, the duty is payable out of that interest in exoneration of the rest of the estate, and is collected on an account delivered by the personal representative. In respect of all the property of the deceased other than that assessed to increment value duty, the Crown ranks *pari passu* with other creditors as a creditor in respect of increment value duty.

In the case of bodies corporate or unincorporate within sec. 12 of the Customs and Inland Revenue Act, 1885, 48 & 49 Vict. c. 51, which hold land or an interest in land in such a manner as not to be liable to death duties, increment value duty is to be collected on April 5, 1914, and in every subsequent fifteenth year (s. 6 (1)). In each year in which increment value duty is payable the account to be delivered by sec. 15 of the Customs and Inland Revenue Act, 1885, must contain an account of the increment value as on the preceding April 5. The return must be made whether the body is or is not liable to corporation duty under Part II. of the Act of 1885 (s. 6 (2)). The machinery provided by secs. 13–18, 19 (1) and 20 of the Act of 1885, except as regards appeals, is adopted for the purpose of increment value duty, except that payment may be made, at the corporation's option, in fifteen equal yearly instalments, in which case the first instalment is due immediately after the duty is assessed. Any part of duty payable by instalments may be paid up at any time (s. 6 (3)). Corporations are not exempted from increment value duty on the transfer or leasing of land. Nor need they make a return on occasions when the Act says increment value duty is not to be collected (*e.g.* ss. 10 (1), 35 (1) (2), 37, 38) (s. 6 (5)).

Agricultural land is exempt from increment value duty while it has no higher value than its market value at the time for agricultural purposes only. The value of land for sporting purposes or for other purposes dependent upon its use as agricultural land is treated as value for agricultural purposes only, except where the value for such purpose exceeds the agricultural value (s. 7).

No duty is charged on land which is the site of a dwelling-house which the owner has used as his dwelling-house for twelve months previous to the occasion of collection of the tax, provided the annual value, as adopted for the purpose of income tax under Schedule A, does not exceed—in the administrative county of London, £40; in a borough or urban district with a population according to the last published census of 50,000 or over, £26; elsewhere, £16 (s. 8 (1)). No duty is charged on agricultural land which the owner has occupied and cultivated for twelve months previous to the collection of the tax, provided the amount of the land, together with any other land belonging to the same owner, does not exceed fifty acres, and the average total value of the land does not exceed £75 per acre. This exemption does not apply to any land occupied together with a dwelling-house, the annual value of which, as adopted for income tax under Schedule A, exceeds £30 (s. 8 (2)). Where a dwelling-house and land are valued together under Schedule A, the Commissioners are to divide the annual value between the two (s. 8 (3)). For the purpose of these exemptions "owner" includes a person who holds land which was originally granted for a term of fifty years or more, but in such a case increment value duty is payable in respect of any interest in the land other than the leasehold interest. "The site of a dwelling-house" includes any offices, courts and yards and gardens not exceeding one acre in extent, occupied together with the dwelling-house (s. 8 (4)). Increment value duty exempted by this section is deemed to have been paid (s. 8 (5)).

Land held by a body corporate or unincorporate without any view to dividends or profits *bona fide* for the purpose of games or other recreation is exempt from periodical payments, if the Commissioners are satisfied that the land is so used under an agreement with the owner which, as originally made, could not be determined for a period of at least five years, or under other circumstances which render it probable that the land will continue to be so used. This exemption is without prejudice to the collection of duty on any other occasion (*e.g.* transfer or death) (s. 9).

Increment value in respect of the fee simple or an interest in land held by or in trust for His Majesty or any department of Government which would have been payable in the case of a private person is deemed to have been paid (s. 10 (1)). Notwithstanding sec. 77 of the Crown Lands Act, 1829, 10 Geo. IV. c. 50, and sec. 38 of the Post Office Act, 1908, 8 Edw. VII. c. 48, and any other enactment exempting from stamp duty any document made or executed on behalf of or for the purpose of the Crown or any Government department, increment value duty is to be collected on the occasion of any transfer on sale of the fee simple, or any interest, or the grant of any lease to the Crown or a Government department, or an officer on behalf of the Crown or a Government department. The duty is not collected on the grant of a lease of, nor the transfer on sale of a lease of, nor the passing on death of a lease of, a separate tenement, flat, or dwelling, being one of several contained in one building; nor is the duty to be collected periodically in the case of a corporation which has only a leasehold interest in such a separate tenement, flat, or dwelling (s. 11).

No deductions are allowed on subsequent valuations of site value which might have been, but were not, claimed on occasion of ascertaining the original site value (s. 12).

Notwithstanding anything in the Act, where under the provisions of any lease or agreement any statutory company are required to pay over any part of the increment value of any land to His Majesty, or to any person on behalf of His Majesty, or any department of the Government, that part of the increment value is for the purposes of the provisions of the Act as to the collection of increment value duty, to be treated as increment value arising in respect of land held by His Majesty (Revenue Act, 1911, 1 Geo. V. c. 2, s. 6).

4. *Reversion Duty.*—Reversion duty is to be charged, levied, and paid on the value of the benefit accruing to a lessor by reason of the determination of a lease at the rate of one pound for every complete ten pounds of that value (s. 13 (1)). The value of the benefit is the amount by which the total value (see *supra*, p. 425) of the land at the determination of the lease, less any part of the total value attributable to works executed or capital expenditure incurred by the lessor during the lease and any compensation payable by the lessor at the determination of the lease, exceeds the total value of the land at the time of the original grant of the lease. The total value at the time of the original grant is ascertained on the basis of the rent and payments made in consideration

of the lease, including, where a nominal rent has been reserved, the value of covenants or undertakings to erect buildings or spend money on the property. Where the lessor is himself entitled only to a leasehold interest, the value of the benefit is reduced in proportion to the amount by which the value of his interest is less than the value of the fee simple (s. 13 (2)). Where an old lease is surrendered to the lessor and a new lease granted, the value of the new lease is not compensation payable by the lessor at the termination of the old lease, and therefore cannot be deducted in ascertaining the total value at the determination of the old lease (*Inland Revenue Commissioners* v. *Anglesey*, [1913] 3 K. B. 62; 82 L. J. K. B. 811). In estimating the value of the benefit accruing to a lessor on the determination of a lease under sec. 13, the fact that a building on the land is licensed for the sale of intoxicating liquors is to be taken into account (*Inland Revenue Commissioners* v. *Fitzwilliam,* [1913] 2 K. B. 593; 82 L. J. K. B. 777). Where a prospective lessee expends money on land in erecting houses under an agreement in order that he may obtain a lease of the land and houses, such expenditure is not a payment made in consideration of the lease, and cannot be taken into account. A nominal rent is one which is a mere token of an acknowledgment of the relation of landlord and tenant. Where a rent of £24 a year, which was not the full rent of the land, was reserved by the lease, the value of an undertaking or a covenant to erect buildings was not taken into account in estimating the total value at the date of the original lease (*Stepney and Bow Educational Foundation* (*Governors*) v. *Inland Revenue Commissioners*, [1913] 3 K. B. 570; 82 L. J. K. B. 1300).

Where before or after March 31, 1911, a lease determines before the expiration of the term for which it was granted owing to the lessor's and the lessee's interests vesting in the same person, the amount of reversion duty payable is not the full duty, but that amount of money which would with compound interest at 4 per cent. for the residue of the term produce the amount of the full duty. The full duty here means the duty which would have become payable if the lease had not determined till the expiration of the term for which it was originally granted, and, if the total value of the land were at that time the same as it is at the time when the lease actually determines (Revenue Act, 1911, 1 Geo. v. c. 2, s. 3 (2)).

Capital sums paid to rating authorities under any public, general, or local Act, in respect of an increased value due to improvements made or actions taken by the authorities, are deducted from the value of the benefit accruing to the lessor for the purposes of the duty.

Reversion duty is not payable where the reversion to a lease was purchased before April 30, 1909, and the lease determines within forty years of the date of purchase. The exemption does not extend to cases where the lease is determined within forty years by an agreement between the lessor and lessee not contained in the lease, unless the lease would have expired within that period apart from any such agreement (s. 14 (1)). The word "purchased" is used in this subsection in the ordinary commercial meaning of "bought," and not in its legal technical meaning (*Inland Revenue Commissioners* v. *Gribble,* [1913] 3 K. B. 212; 82 L. J. K. B. 900). No duty is payable if at the determination of the lease the land is agricultural land, nor if the original term of the lease does not exceed twenty-one years, nor if the lessor's interest expectant on the determination of the lease is a leasehold interest which does not exceed twenty-one years (s. 14 (2)). If a lease is determined before the expiration of the term by agreement and a fresh lease is granted, the term of which extends for at least twenty-one years beyond the original date fixed for the determination of the original lease, an allowance of 2½ per cent. of the duty payable is made for every year of the original term which is unexpired when the lease is determined. The money so allowed is deemed to have been paid, but the total allowed must not exceed 50 per cent. of the whole duty payable (s. 14 (3)). This subsec. (14 (3)) is repealed by sec. 3 (5) of the Revenue Act, 1911, 1 Geo. v. c. 2, and is deemed never to have had effect. Section 14 (4) provides that increment value duty and reversion duty shall not be payable in respect of the same benefit, but that payments made in respect of one duty are to be treated as being also payments under the other duty, provided it is proved that they are in respect of the same benefit. Where a reversion has been mortgaged before April 30, 1909, and the mortgagee forecloses before the determination of the lease, he is not liable to pay reversion duty in excess of the amount by which the total value of the land at the time of the determination of the lease exceeds the amount payable under the mortgage at the date of foreclosure (s. 14 (5)).

Reversion duty is not chargeable where a lease is determined as the result of an agreement between the lessor and lessee whereby the lessee acquires the lessor's interest, if at the time of the determination the lease has at least fifty years to run, and the total value of the land does not exceed five hundred pounds (Revenue Act, 1911, 1 Geo. v. c. 2, s. 3 (3)).

Reversion duty is not payable where a lease of land held upon trust for any body of persons is determined before the expiration of the term by the surrender to the lessor on the terms that he shall grant to those persons severally leases of various plots of land representing in the aggregate the whole of the land comprised in the original lease, for a term in each case equal to the unexpired term of the residue of the original lease, and at rents amounting in the aggregate to, but not exceeding, the rent reserved by the original lease. In such a case, however, the lessor must deliver an account under sec. 15 of the principal Act (Revenue Act, 1911, 1 Geo. v. c. 2, s. 3 (4)).

Reversion duty is recoverable from the lessor. It is a debt due to His Majesty and ranks *pari passu* with all other debts due from the lessor (s. 15 (1)). The lessor must on the determination of the lease deliver an account to the Commissioners giving particulars of the land and the estimated value of the benefit accruing to him by the determination of the lease (s. 15 (2)). The penalty for knowingly failing to deliver an account within three months is a sum not exceeding 10 per cent. on the duty payable, and a like sum for every subsequent three months during which the failure continues (s. 15 (3)). Section 17 of the Customs and Inland Revenue Act, 1885, 48 & 49 Vict. c. 51, which gives the Commissioners power to assess duty according to accounts rendered and to obtain other accounts, is applied (except as regards appeals) to reversion duty accounts (s. 15 (4)).

The lessor for the purposes of sec. 15 is, in relation to a lease which has determined, the person in whom the lessor's interest was vested immediately before the expiration of the term for which the lease was granted, or, if the lease has determined before that time, immediately before the transaction or event in consequence of which the lease has determined, and is the person to whom any benefit accrues from or by reason of the determination of the lease for the purpose of the provisions of the principal Act relating to reversion duty (Finance Act, 1911, 1 Geo. v. c. 2, s. 3 (1)).

5. *Undeveloped Land Duty* is to be charged, levied, and paid for the financial year ending March 31, 1910, and every subsequent year at the rate of ½d. on every 20s. of the site value of undeveloped land (s. 16 (1)). Land is undeveloped if it has not been developed by the erection of dwelling-houses, or of buildings for the purposes of any business, trade, or industry other than agriculture (but including glass-houses or greenhouses), or is not otherwise used *bona fide* for any business, trade, or industry other than agriculture. Land that has been developed and reverts to its undeveloped condition, owing to the buildings becoming derelict or to the land ceasing to be used for any business, trade, or industry other than agriculture, is, after one year, treated as undeveloped until it again becomes developed. Where an owner or his predecessors in title have, within the preceding ten years (extended to twenty years by the Revenue Act, 1911, 1 Geo. v. c. 2, s. 4), incurred expenditure on roads or sewers with a view to development, the land is treated as developed to the extent of one acre for every complete £100 expended. The exemption does not extend to cases where the land has become developed and reverts to an undeveloped condition. If the expenditure does not cover the whole area included in the scheme of development, the part of the land to be treated as developed is determined by the Commissioners (s. 16 (2)). The site value is the original site value (see *supra*) or the site value as ascertained by a subsequent periodical valuation. The total value of the land at the date of the original lease can only be arrived at by the above method. Other evidence as to the real value of the land at that date is inadmissible (*Ramsden* v. *Inland Revenue Commissioners* [1913], 3 K. B. 580 (*n*); 82 L. J. K. B. 1290). Where, however, increment value duty has been paid on undeveloped land, the site value for the purposes of undeveloped land duty is reduced by five times the amount of increment value duty paid (s. 16 (3)).

Capital sums paid to rating authorities under any public, general, or local Act, in respect of an increased value due to improvements made or actions taken by the authorities, are deducted from the site value of the land for the purpose of collection of the duty (s. 36).

No duty is charged on land the site value of which does not exceed £50 per acre (s. 17 (1)). If the site value of agricultural land exceeds £50 per acre, undeveloped land duty is only payable on the amount by which the site value exceeds the value of the land for agricultural purposes (s. 17 (2)). No duty is charged on the site value—(*a*) of any parks, gardens, or open spaces which are open to the public as of right; (*b*) of any woodlands, parks, gardens, or open spaces to which reasonable access is enjoyed by the public or by the inhabitants of the locality (including access regularly enjoyed by any of the naval or military forces of the Crown for the purpose of training or exercise), if the Commissioners are of opinion that the access is of public benefit (there is no appeal from the decision of the Commissioners on this point); (*c*) of any land kept free of buildings in pursuance of a definite scheme for the development of an area of which the land forms part, if the Commissioners are of opinion that it is reasonably necessary in the interests of the public, or in view of the character of the surroundings or neighbourhood, that the land should be kept free from buildings (there is no appeal from the decision of the Commissioners on this point), see further, *infra* ; (*d*) of any land *bona fide* used for games or other recreation (i.), if the Commissioners are satisfied that the land is so used under an agreement with the owner which, as originally made, could not be determined for a period of at least five years, or (ii.) if the Commissioners are of opinion that other circumstances render it probable that the land will continue to be so used. (There is no appeal under (ii.) and probably none under (i.), but the point is doubtful.) Land kept free from buildings under (*c*) must not be built on without the consent of the Local Government Board, who must be satisfied that the removal of the restriction is in the interest of the public, and who may impose conditions as to the mode in which the land is to be built on (s. 17 (3)).

No duty is charged on the site value of any land not exceeding one acre if occupied together with a dwelling-house, nor on the site value of gardens or pleasure grounds occupied together with a dwelling-house if the total site value does not exceed twenty times the annual value of the gardens, pleasure grounds, and house for income tax under Schedule A. This last exemption does not free more than five acres. If the area exceeds five acres the Commissioners decide which five acres are to be exempted. If the house, gardens, and pleasure grounds are valued under Schedule A together with other land, the Commissioners have power to divide the annual value between them (s. 17 (4)).

Agricultural land held under a tenancy created before April 30, 1909, is not liable to undeveloped land duty during the continuance of the tenancy, but becomes liable at the earliest date on which the landlord has power to terminate the tenancy (s. 17 (5)).

No duty is charged on the site value of agricultural land occupied and cultivated by the owner if the total value of all the land he owns does not exceed £500. Owner here includes a person who holds land under a lease originally granted for fifty years or more (s. 18).

The duty is payable at any time after January 1 of the year for which it is charged. Unpaid duty may be recovered as a debt due to His Majesty, and the owner cannot contract himself out of the liability. If from any reason the duty is not assessed within the year, it may be assessed at any time, and is payable two months from the date of assessment; but no duty is to be assessed more than three years after the expiration of the year for which it is charged (s. 19).

6. *Exempted Land.*—Land held by or on behalf of a rating authority or a statutory combination of rating authorities is exempt from all duties imposed by the Act. Increment value duty which would otherwise have been collected, whether on transfer, lease, or periodical occasions, is deemed to have been paid (s. 35 (1)). For the purpose of this exemption "rating authority" means any body who have power to raise a rate or to administer money raised by a rate. "Rate" means a rate the proceeds of which are applicable to public local purposes, and which is leviable on the basis of an assessment in respect of the yearly value of property, and includes any sum which, though obtained in the first instance by a precept, certificate, or other instrument, requiring payment from some authority or officer, is or can be ultimately raised out of a rate as before defined (s. 35 (2)).

Land held by or on behalf of a governing body constituted for charitable purposes is exempted from reversion duty and undeveloped land duty while the land is occupied and used for the purpose of the body. Such land is also exempted from periodical payments of increment value duty, whether it is occupied or used by the body or not, but the exemption does not extend to the payment of duty on other occasions. "Governing body constituted for charitable purposes" includes any person or body of persons who have the right of holding, or any power of management over, any property appropriated for charitable purposes (including property appropriated for the purpose of any of the naval or military forces of the Crown), and includes corporations sole and all universities, colleges, schools, and other institutions for the promotion of literature, science, or art (s. 37 (1)). The exemption applies to land held by registered societies and companies within the Companies Consolidation Act, 1908, 8 Edw. vii. c. 69, and any body of persons incorporated by special Act, if the Company or body is precluded by the memorandum or Act from dividing any profit amongst the members. "Registered society" means any society or body of persons who are registered, or whose rules are certified or registered, by a registrar of friendly societies in pursuance of an Act of Parliament, and who by their rules make provision for the benefits set out in sec. 8 (1) of the Friendly Societies Act, 1896, 59 & 60 Vict. c. 25, and where the contract between the society and the member is of a permanent character (s. 37 (2)).

Land held by statutory companies for the purposes of their undertaking which cannot be used for other purposes is exempt from increment value duty, reversion duty, and undeveloped land duty, but is liable to increment value duty when it is sold or ceases to be held as above. Land temporarily used for other purposes pending the development of a company's undertaking is exempted (s. 38 (1)). Such companies are relieved from making returns other than the cost of the land, which cost is taken as the original site value (s. 38 (2)). The increment value duty payable by a transferor to a company is not part of the costs or expenses of the conveyance for the purposes of the Lands Clauses Acts as incorporated with any special Act (s. 38 (3)). For the purposes of the above exemption "statutory company" means any railway, canal, dock, or other company authorised by special Act to construct, work, or carry on any railway, canal, dock, water, or other public undertaking, and includes any person or body of persons so authorised. "Special Act" includes a Provisional Order having the force of an Act of Parliament (s. 38 (4)).

7. *Copyholds.*—In applying the Act to copyholds including customary freeholds the following provisions have effect:—In the case of copyholds of inheritance, copyholds held for a life or lives, or for years where the tenant has a right of renewal, and customary freeholds—(*a*) The total and site values are ascertained as if the land were freehold, subject to the deduction of the cost of enfranchising the land; (*b*) references to the fee simple are to be treated as references to the whole copyhold or customary interest or estate; (*c*) "owner" is the person entitled to the rents and profits of the land as tenant by copy of court roll or customary tenure (s. 40 (9)). In the case of copyhold land held for a life or lives, or for years where the tenant has no right of renewal, the Act has effect as if the land were freehold and the copyhold interest were a leasehold interest.

8. *Provisions as to Settled Land.*—Where the fee simple or an interest in land subject to increment value or reversion duty is settled land within the Settled Land Act, 1882, 45 & 46 Vict. c. 38, or is vested in a trustee, the tenant for life, or the persons having the powers of a tenant for life or the trustee, if liable to pay the above duties, may by

deed charge upon the land the amount paid or payable, including reasonable expenses of valuation. The benefit of any such charge may be transferred in the same way as a mortgage (s. 39 (1)). The deed is of no effect until notice of it is given to the trustees of the settlement for the purpose of the Settled Land Act, 1882 (s. 39 (2)). Sections 59, 60, and 62 of the Settled Land Act, 1882, relating to the exercise of powers on behalf of infants and lunatics, apply to the exercise of the above powers in the same manner as they apply to the exercise of the powers of a tenant for life under that Act (s. 39 (3)).

9. *Mortgagees.* — A mortgagee who is liable to pay increment value or reversion duty is entitled to add the amount for which he is liable and costs and expenses properly incurred to his security (s. 39 (4)).

10. *Distribution of the Proceeds.*—Section 91 provides that half of the duties on land values (including mineral rights duties) shall be appropriated for the benefit of local authorities in the United Kingdom "in such manner as Parliament may hereafter determine." This section is suspended until Parliament shall otherwise determine, but not beyond March 31, 1914 (Revenue Act, 1911, 1 Geo. v. c. 2, s. 16).

11. *Definitions for Purpose of the Provisions as to Minerals.*—"Proprietor" is the person for the time being entitled in possession to the minerals, or to the rents and profits or any part thereof, but does not include a person entitled as lessee other than one entitled to the possession of land comprised in a lease for a long term to which sec. 65 of the Conveyancing and Law of Property Act, 1881, 44 & 45 Vict. c. 41, applies.

"Rent" includes yearly or other rent, and also any fine, premium, or foregift, and any payment, consideration, or benefit in the nature of a fine, premium, or foregift. When the rent is not in the form of money or money's worth the Commissioners are to value it.

"Mining lease" is a lease for searching for, winning, working, getting, making merchantable, carrying away or disposing of, mines and minerals or purposes connected therewith, and includes an agreement for such a lease, or any tenancy or licence, by deed, parol, or otherwise, for mining purposes.

"Lessor" and "lessee" include licensor and licensee.

"Working lessee" is the lessee who is actually working the minerals or who has the right to do so, and also the person in actual enjoyment of a way-leave; "immediate lessor" is construed accordingly.

"Working year" means the year ending September 30, or such other day as the Commissioners in any case may approve.

"Last working year" means the working year completed immediately before January 1 in any financial year for which duty is paid.

"Mineral way-leave" means any way-leave, air-leave, water-leave, or right to use a shaft granted to or enjoyed by a working lessee, whether above or under ground, for the purpose of access to or the conveyance of the minerals, or the ventilation or drainage of the mine, or otherwise in connection with the working of the minerals.

Where minerals are being worked by means of a colliery, mine, quarry, or open working, all the minerals which belong to the same proprietor, if he is working them, or which the lessee has power to work, and which would in the ordinary course of events be worked by the same colliery, mine, quarry, or open working, are deemed to be minerals which are being worked.

Minerals which are being won for the purpose of being immediately worked are reckoned as being worked.

Minerals are deemed to be comprised in a mining lease if the right to mine them is the subject of a lease, or if they are being worked under the terms of a lease which has expired (s. 24).

12. *Mineral Rights Duty.*—Mineral rights duty is charged annually at the rate of 1s. for every 20s. of the rental value of all rights to work minerals and all mineral way-leaves (including way-leaves for minerals not the property of the person assessed (*Storey* v. *Inland Revenue Commissioners,* 1913, 109 L. T. 559) (s. 20 (1)). In *Inland Revenue Commissioners* v. *Joicey* (No. 2) [1913] 2 K. B. 580; 82 L. J. K. B. 784, the lord of a manor leased to a company the right to work certain minerals under copyhold lands, subject to the right of support of the copyholder. By an indenture the copyholder " demised " to the company the right to " work, get and carry away " the minerals which supported his land, without leaving any support in consideration for " rent " calculated on the amount of minerals raised. It was held that the copyholder had granted a right to remove the support to his land, and not a right to work minerals within sec. 20 of the Act of 1910. Where the minerals are the subject of a mining lease, the rental value is the amount of rent paid by the working lessee in the last working year. Duty must be paid on the amount received in each year, whether it is received in respect of the current year or in respect of arrears. Duty is payable on the nett amount received by the lessor after the lessee has deducted income tax, but no deduction may be made by the lessee on account of super tax. The lessor is not assessable on sums deducted by the lessee in respect of landlord's property tax (*Beaufort* v. *Inland Revenue Commissioners,* [1913] 3 K. B. 48; 82 L. J. K. B. 865. Where the minerals are being worked by the proprietor the rental value is the sum which the Commissioners determine would have been received as rent in the last working year if the minerals had been leased to a working lessee at the rent and on the conditions customary in the district, and if the lessee had worked them as the proprietor has. If the circumstances of a district render it impossible to fix the amount satisfactorily, the rent which would be paid under similar circumstances and ordinary conditions elsewhere is taken (s. 24). In the case of a way-leave the rental value is the amount paid in the last working year by the working lessee in respect of the way-leave. Provision is made for exceptional cases where a high rent is paid in consideration for expenditure by the proprietor (s. 20 (2)). Section 20 (3) provides for the making of returns and giving of particulars by owners of minerals and persons receiving rent. Mineral rights duty is payable at any time after January 1 in the year for which it is charged. It is a debt due to His Majesty from the proprietor if he is working the minerals, and in any other case from the immediate lessor of the working lessee. As between the immediate lessor and the working lessee, it is borne by the immediate lessor notwithstanding any contract to the contrary, no matter when made (s. 20 (4)). If the immediate lessor is himself a lessee he is entitled to deduct a sum equal to the duty on the rent he pays, and the process is so continued until the proprietor is reached (s. 21 (1)). A contract for the payment of rent without deduction is void (s. 21 (2)), and any person refusing to allow the deduction is liable to a fine not exceeding £50, recoverable in the High Court (s. 21 (3)). Provision is

made for a deduction by intermediate lessors in cases where the duty is charged on a rent substituted for the rent actually payable by the working lessee, and where the rental value with reference to which increment value duty is charged has been reduced for the purpose of the collection of that duty (s. 21 (4)).

The duty is not payable in respect of common clay, common brick clay, common brick earth, sand, chalk, limestone, or gravel (s. 20 (5)). With the exception of the above substances, all substances obtained from the crust of the earth other than surface soil, by mining, quarrying, or open working, are "minerals" within the meaning of the Act (*Anstruther's Trustees* v. *Commissioners of Inland Revenue*, [1912] S. C. 1165, in which case felsite, whinstone and granite were held to be "minerals").

13. *Reversion and Increment Duty on Minerals.*—Reversion duty is not payable on the determination, nor is increment value duty payable on the grant, of a mining lease. Increment value duty is not payable in respect of minerals comprised in a mining lease or being worked except as an annual duty, as explained below (s. 22 (1)). Increment value duty is not payable on any minerals which were comprised in a mining lease or were being worked by the proprietor on April 30, 1909, so long as they continue to be so comprised or worked. Temporary intervals between leases or working are allowed provided they do not exceed two years (s. 22 (2)). The Act does not state affirmatively when increment value duty is payable, but apparently it is payable in all cases except those specifically excepted. Where it is payable it is charged annually, and instead of being estimated as a capital sum, increment value is taken as the sum by which in each year of the lease or the working the rental value on which mineral rights duty is charged exceeds the annual equivalent of the original capital value of the minerals or the capital value of the minerals on the last preceding occasion on which increment value duty was collected otherwise than as an annual duty if it was so collected before the minerals were comprised in a lease or begun to be worked. The annual equivalent of the capital value is $\frac{2}{25}$ of the capital value (s. 22 (3)). If any part of the rental value represents the return for money expended by a lessor within fifteen years in boring or proving the minerals, the rental value is reduced for the purpose of increment value duty by that amount (s. 22 (4)). Annual increment value duty is recoverable in the same manner as mineral rights duty with the same right of deduction (see *supra*) (s. 22 (5)). Proprietors and lessors who pay annual increment value duty are relieved of mineral rights duty in each year up to the amount paid as annual increment value duty. Deductions from rent payable to a lessor on account of mineral rights duty are deemed to be payments of the duty, and relief may be given either by allowance or repayment (s. 22 (6)). When minerals cease to be comprised in a mining lease or to be worked (see s. 22 (2), *supra*), their capital value is to be ascertained (see s. 23, *infra*), and that capital value is treated as their original capital value (s. 22 (7)). Section 22 does not apply to minerals which are exempt from mineral rights duty (see *supra*) (s. 22 (8)).

For the application of the provisions as to total and site value to minerals, see *supra*, p. 323.

13 (*a*). *Meaning of* "*Rental Value.*"—In the case of a right to work minerals which is the subject of a mining lease or of a mineral wayleave, the amount of rent which is taken to be the rental value under secs. 20

and 21 of the Finance (1909–10) Act, 1910, is, in cases where the lessor is liable under any Act of Parliament to pay any sum on account of rates, the sum which would be payable as rent if the lessee were liable instead of the lessor. Where the Commissioners have to ascertain the rental value of minerals which are being worked by the proprietor, and therefore have to determine the sum which would have been received as rent if the minerals had been let to a working lessee, the rent is to be determined on the basis of the lessee paying all rates in respect of the minerals, notwithstanding that the case may be one in which the proprietor would have been liable to pay them or some part of them (Finance Act, 1912, 2 & 3 Geo. v. c. 8, s. 11).

14. *Appeals.*—Appeals are dealt with by sec. 33. There is no appeal against the opinion of the Commissioners under sec. 17 (3). Under sec. 25 (3) there is an appeal from the Commissioners to the referee, whose decision is final. Apart from these restrictions and those mentioned below, any person aggrieved may appeal against the first or any subsequent determination of the Commissioners of the total value or site value of any land, or against the amount of assessment of duty; or against the refusal of the Commissioner to make an allowance or the allowance claimed; or against any apportionment of the value of land, or of duty or any assessment or apportionment of the consideration on any transfer or lease; or against the determination of any other matter within the jurisdiction of the Commissioners. No appeal lies against a provisional valuation made by the Commissioners of the total or site value of any land except by a person who has objected to the provisional valuation in accordance with sec. 27. The original total value and the original site value and the site value as ascertained under any subsequent valuation can only be questioned by means of an appeal against the determination by the Commissioners of that value where an appeal is allowed under the Act, and cannot be questioned in an appeal against an assessment of duty.

The appeal is to one of a panel of referees. The panel consists of Fellows of the Surveyors' Institution or other persons having experience in the valuation of land appointed by the Lord Chief-Justice of England, the Master of the Rolls, and the President of the Surveyors' Institution in England, and the Lord Chief-Justice of Ireland, the Master of the Rolls in Ireland, and the President of the Surveyors' Institution in Ireland. Each panel is to contain persons experienced in the valuation of minerals. The referees are remunerated by the Treasury.

The referee is to decide matters referred to him in consultation with the Commissioners, and the appellant or persons nominated by them respectively. He may order either party to pay the other's expenses, and his order as to them may be made a rule of the High Court.

The rules as to the above for England are called "The Land Values (Reference) Rules, 1910" (St. R. & O., No. 859); those applying to Ireland will be found in St. R. & O. 1911, No. 414.

Any person aggrieved by the decision of a referee may appeal to the High Court, subject to the rules (*infra*). Subsections (1)–(4) of sec. 10 of the Finance Act, 1894, apply to such appeals (see Vol. I. pp. 403, 404). If the total or site value is alleged by the Commissioners not to exceed £500, the appeal may be to the County Court, and in such case the parties have a right to appeal to the Court of Appeal. By sec. 7 of the Revenue

Act, 1911, 1 Geo. v. c. 2, the Commissioners of Inland Revenue have the same right of appeal against the decision of a referee as a person aggrieved.

The rules as to appeals to the High Court (R. S. C. (Finance (1909–10) Act), 1911; St. R. & O. 1911, No. 14) provide that the appeal shall be by petition, filed in the King's Remembrancer's Department of the Central Office, setting forth the facts and contentions of law upon which the referee's decision is alleged to be erroneous (r. 1). The petition must be filed within one month of the date of the decision, and a copy of it must be served on the Commissioners within seven days of the filing (r. 2). Within ten days after service the Commissioners must serve on the appellant a notice stating whether and to what extent they admit the facts in the petition (r. 3). Within twenty-eight days of the service of the petition the Commissioners must serve the appellant with notice of the facts and contentions of law on which they intend to rely, and may require him to admit the facts. If required to admit facts the appellant must do so within ten days (r. 4). At the expiration of those ten days all facts not admitted are deemed to be at issue, and seven days later either party may set the petition down for hearing on the revenue side of the King's Bench Division (r. 5).

The Court or a judge may order the petition to be heard by a judge of the Chancery Division, ascertained by rota in the usual way or at Assizes. If a petition is heard at Assizes, Order XXXVI. rr. 22 (*b*) and 28, apply, and the appellant is deemed to be the plaintiff (r. 6). Only oral evidence is admitted except by consent (r. 7). Neither party may rely on facts or contentions of law outside the petition or notice except by leave of the Court (r. 8). Rule 9 provides for discovery and inspection. At any stage of the proceedings, the Court or a judge may, either upon or without application, order that any material, whether strictly admissible as evidence or not, which in the opinion of the Court or judge ought, having regard to the question of costs or otherwise, fairly to be admitted as *prima facie* evidence of any fact, shall be *prima facie* evidence of that fact so as to shift the burden of proving the contrary on to the other party (r. 10).

Rule 11 allows for the extension of time, and Rule 12 for amendments. A petition is deemed to be a pleading within Order XIX. r. 27.

By Rule 14 power is given to stay proceedings till any sum alleged to be due from the appellant is paid or security given for its payment.

Rule 15 deals with the service of documents. All affidavits are to be filed in the King's Remembrancer's Department (r. 16).

Although these Rules are primarily intended to apply to an appeal by the subject, they have been held not to exclude an appeal by the Commissioners, on the ground that they do not provide machinery for such an appeal (*Inland Revenue Commissioners* v. *Joicey*, (No. 1), [1913] 1 K. B. 445; 82 L. J. K. B. 162).

15. *Penalty for False Statements.*—Any person knowingly making a false statement or representation in any return under the Act for the purpose of obtaining any allowance, reduction, rebate, or repayment, either for himself or another person, is liable on summary conviction to imprisonment not exceeding six months with hard labour.

16. *Acts done before Passing of Act.*—Section 95 legalises assessments and payments made and acts done before the passing of the Act.

52. Larceny.—For the provisions of the Larceny Act, 1901, which deals with fraudulent misappropriation by a person entrusted with money or valuables, see DIRECTION IN WRITING, Vol. IV., p. 569, and herein.

53. ——. In the case of goods in bulk it is not necessary that any specific quantity of them be proved to have been stolen in order to constitute larceny (*R.* v. *Tideswell*, [1905] 2 K. B. 273; 74 L. J. K. B. 725).

53. ——. A person who enters into possession of a house under an agreement with the owner thereof with intent to steal the fixtures therefrom, and subsequently in fact steals them, is guilty of larceny under the Larceny Act, 1861, 24 & 25 Vict. c. 61 (*R.* v. *Munday*, 1799, 2 Leach C. C. 850; *R.* v. *Richards*, [1911] 1 K. B. 261; 80 L. J. K. B. 174).

56. ——. A person who, by fraudulent misrepresentations that he has a customer for an article, induces the owner to part with it on sale or return, is guilty of obtaining goods by fraud and not of larceny (*Whitehorn* v. *Davison*, [1911] 1 K. B. 463; 80 L. J. K. B. 425).

57. ——. In *R.* v. *Fisher*, 1911, 103 L. T. 320, "A" entered two bicycles in a sale by auction. He agreed with "B" that "B" should bid the reserve price, and the bicycles were knocked down to "B". "A" applied to the auctioneer for, and received, the amount of the purchase price, before the auctioneer had received it from the purchaser. "A" was held to be guilty of obtaining money under false pretences, and not of larceny, the auctioneer having intended to part with the property in, as well as the possession of, the money.

58, 59. ——. A person who is caught in the act of stealing a purse out of another's pocket before he has actually removed it from the pocket may be convicted of simple larceny, but not of larceny from the person (*R.* v. *Taylor*, [1911] 1 K. B. 674; 80 L. J. K. B. 311).

60. ——. *R.* v. *Hughes*, 1860, 21 L. J. M. C. 71; Bell. C. C. 242, was followed in *R.* v. *Goodspeed*, 1911, 55 S. J. 273.

61. ——. Sec. 5 of the Larceny Act, 1861, does not give power to join in the same indictment a count against one person with a count against the same person and another person (*R.* v. *Edwards*, [1913] 1 K. B. 287; 82 L. J. K. B. 347).

94. Lease: Leasehold.—The principle of *Freke* v. *Carberry*, L. R. 16 Eq. 461, applies to leaseholds in the Transvaal bequeathed by an English testator (*In re Moses; Moses* v. *Valentine*, [1908] 2 Ch. 235; 77 L. J. Ch. 783).

116. Leeward Islands.—Appeals to the Privy Council are now regulated by the Privy Council Appeal Act, 1909 (Local Act). (See Order in Council of June 28, 1909 (St. R. & O. 1909, No. 758)).

118. Legacy.—In *In re Russell*; *Public Trustee* v. *Campbell*, [1912] 56 S. J. 651, a legacy given to an executor who was described as "my friend A" was held to be given in his character as executor, and therefore to be revoked by a codicil revoking the appointment as executor.

119. ——. A testator gave his residuary estate to be divided between forty-six persons, being the children, or the widows or children, of deceased children, of his own and his wife's brothers and sisters. By a codicil he revoked the gift to two of the persons named, and in other respects confirmed his will. It was held that there was no intestacy of the two revoked shares, and that the whole of the residuary estate was to be divided between the remaining forty-four persons named (*In re Whiting ; Ormond* v. *de Launay*, [1913] 2 Ch. 1 ; 82 L. J. Ch. 309).

120. ——. The upkeep of a specific legacy falls on the legatee (*In re Pearce ; Crutchley* v. *Wells*, [1909] 1 Ch. 819 ; 78 L. J. Ch. 484).

120. ——. A specific legatee whose legacy is sold to pay creditors is entitled to compensation out of the residuary estate. If the legatee is an infant he is entitled to the value of the legacy at the time when he comes of age, and not at the date of the sale (*In re Broadwood ; Lyall* v. *Broadwood*, [1911] 1 Ch. 277 ; 80 L. J. Ch. 202).

120. ——. A testator bequeathed a number of shares in a private company to a legatee, provided that if the legatee should be prevented by the articles of the company from acquiring the shares otherwise than by purchase, the bequest should be one of money for the purchase of shares to the same amount. The articles of the company did, in fact, prohibit the legatee from acquiring the shares otherwise than by purchase, and this fact was held to transform the bequest into a legacy of money to purchase such shares (*In re White ; Theobald* v. *White*, [1913] 1 Ch. 231 ; 82 L. J. Ch. 149).

121. ——. A gift of pictures to go to the legatee on marriage and accompanied with instructions as to their custody till that time is not a conditional legacy, but an absolute gift with a direction as to the time for handing them over (*In re Panter ; Panter-Downes* v. *Balby*, 1906, 22 T. L. R. 431).

121. ——. A condition in a will requiring the consent of the trustees of the will to a beneficiary's marriage is satisfied by his marriage during the testator's life and with his consent. The fact that the will is confirmed by a codicil after the date of the marriage does not require that the marriage should take place after the testator's death (*In re Park*, [1910] 2 Ch. 322 ; 79 L. J. Ch. 502).

122. ——. A condition subsequent in restraint of entering the naval or military services is void (*In re Beard ; Reversionary and General Securities Co.* v. *Hall*, [1908] 1 Ch. 383 ; 77 L. J. Ch. 265).

125. ——. Line 25, *for* "[1879]," *read* "[1897]."

125. ——. A testator appointed A. as executor and gave him a legacy in the event of his proving the will, and also gave him a share in the residue. By a codicil he revoked the appointment and legacy and appointed B. as his executor with a legacy, and declared that the will should be construed as if B.'s name were inserted throughout instead of A.'s. It was held that the codicil did not revoke the gift of the share of the residue (*In re Freeman; Hope* v. *Freeman*, [1910] 1 Ch. 681; 79 L. J. Ch. 678).

126. ——. In *In re Gresley's Settlement; Willoughby* v. *Drummond*, [1911] 1 Ch. 358; 80 L. J. Ch. 255, a will contained the following clause:—"And I appoint that all the residue of the said trust funds shall be held in trust for" the brothers and sisters of the testatrix by name "or such of them as shall be living at the decease of the survivor of myself and my husband—provided always that if my said brother and sisters or either of them shall die in my lifetime or in the lifetime of my said husband leaving issue who shall be living at the decease of the survivor of myself and my said husband, then the appointment lastly hereinbefore contained shall take effect as if my said brother or sisters respectively had died immediately after the death of the survivor of myself and my said husband." One of the sisters died in the lifetime of the testatrix, leaving issue living at the period of distribution. It was held that the estate of this sister was not entitled to share, inasmuch as the gift was to a class, and the clause in the will was an attempt to enlarge the class by the addition of a person who had predeceased the testatrix, and that there was no substitutionary gift to her legal personal representatives. This case was distinguished in *In re Greenwood; Greenwood* v. *Sutcliffe*, [1912] 1 Ch. 392; 81 L. J. Ch. 298. In that case the testatrix gave her real and residual personal estate to her trustees on trust to convert the same "and as to the moneys to arise therefrom, to pay certain shares to her two brothers, her niece, and her nephew." She further declared "that if any of" her brothers, her niece, or her nephew should "die in my lifetime leaving issue, and such issue shall be living at my death, the benefits hereinbefore given to him or her so dying shall not lapse but shall take effect as if his or her death had happened immediately after mine." Two of the brothers predeceased the testatrix, and it was held that their estates were entitled to participate in the testatrix's estate. See also *In re Clunie-Ross; Stubbings* v. *Clunies-Ross*, [1912] W. N. 33; 106 L. T. 96.

126. ——. *Ramsey* v. *Shelmerdine*, L. R. 1 Eq. 129, was not followed in *In re Dunster; Brown* v. *Heywood*, [1909] 1 Ch. 103; 78 L. J. Ch. 138, in which case it was held that on the true construction of the will and a codicil the gift was to a class ascertainable at the testator's death.

127. ——. A legacy which is payable in three instalments at 21, 25, and 30 vests on the death of the testator, and if the legatee dies before payment of any instalment, his legal personal representative is entitled to the legacy or the unpaid balance of principal and income (*In re Couturier; Couturier* v. *Shea*, [1907] 1 Ch. 470; 76 L. J. Ch. 296).

127. ——. In *In re Nunburnholme; Wilson* v. *Nunburnholme*, [1912] 1 Ch. 489; 81 L. J. Ch. 347, a testator bequeathed certain shares on trust to pay to his son out of the profits arising therefrom a sum not exceeding £3000 a year until he should reach twenty-six years of age, and when he attained that age to hold the shares and any accumulations of income for the son absolutely. There was no gift over. The son died before attaining twenty-six. It was held on the construction of the gift as a whole that the son took a contingent and not a vested interest in the shares.

129. ——. A gift to trustees to pay the income to a widow, subject to her educating her children, does not carry interest from the testator's death (*In re Crane; Adams* v. *Crane*, [1908] 1 Ch. 379; 77 L. J. Ch. 212).

129. ——. *In re Moody; Woodruffe* v. *Moody*, [1895] 1 Ch. 101; 64 L. J. Ch. 174, was followed in *In re Abrahams; Abrahams* v. *Bendon*, [1911] 1 Ch. 108; 80 L. J. Ch. 83. In that case a testator left his son a life interest in a share of his residuary estate, and also two legacies, one to be paid on his attaining twenty-five and the other on his attaining thirty. It was held that the legacies did not carry interest.

129. ——. Where a testator gives a future legacy and provides that the legatee should be maintained out of another fund, there is no presumption that the legacy was intended to carry interest (*In re West; Westhead* v. *Aspland*, [1913] 2 Ch. 345; 82 L. J. Ch. 488).

129. ——. Where no time is specified in the will for the payment of a legacy, interest on it is payable from the end of a year from the death of the testator, even if the legacy is payable out of a fund which is not got in until a later date (*Walford* v. *Walford*, [1912] A. C. 658; 81 L. J. Ch. 828).

130. ——. A legacy payable immediately cannot be set off against a debt payable to the testator's estate by instalments (*In re Abrahams's Estate; Abrahams* v. *Abrahams*, [1908] 2 Ch. 69; 77 L. J. Ch. 578).

130. ——. The rule that a legatee must bring into account any debt owing to the testator's estate does not apply if the debt is owing by a partnership of which the legatee is a member (*Turner* v. *Turner*, [1911] 1 Ch. 716).

130. ——. As a general rule an executor cannot retain a legacy in order to satisfy a debt due not to the testator but to a firm of which the testator was a partner (*Jackson* v. *Yeats*, [1912] 1 Ir. R. 267).

130. ——. An executor's right to retain the amount of a statute barred debt out of a legacy does not extend to a case where the legatee has not been in the position of a debtor to the estate, and where the executor has only the right to follow assets in the hands of the legatee (*In re Bruce; Lawford* v. *Bruce*, [1908] 2 Ch. 682; 78 L. J. Ch. 56).

131. ——. Where a testator gives a legacy of the same amount as a previous valid *donatio mortis causa*, there is no presumption that the legacy is intended to be in satisfaction of the *donatio mortis causa*. The testator's intention must be gathered from all the circumstances of the case (*Hudson* v. *Spencer*, [1910] 2 Ch. 285; 79 L. J. Ch. 506).

131. ——. A testator had nine godchildren. By a codicil he gave a legacy of £1000 to be divided equally between them. By a subsequent codicil he gave £50 additional to each of his godchildren "so that each receives £100." It was held that the godchildren were entitled to the second legacies, as the words following the gift of £50 were of doubtful import and could not operate to cut down a clear gift (*In re Segelcke; Ziegler* v. *Nicol*, [1906] 2 Ch. 301; 75 L. J. Ch. 494).

131. ——. In *In re Wareham; Wareham* v. *Brewin*, [1912] 2 Ch. 312; 81 L. J. Ch. 578, a testator gave his residuary property, which included both freehold and leasehold property, to his trustees on trust to allow the widow to receive the "rents, issues, and profits" for her life, and after her death to two other persons in equal shares. The Court of Appeal, affirming Farwell, J., held that the rule in *Howe* v. *Dartmouth*, 1802, 7 Ves. 137, applied, and that the widow was only entitled to a sum equal to the dividends which would have been produced if the property had been sold at the expiration of a year from the death of the testator, and the produce invested in Consols. In this case *Harris* v. *Poyner*, 1852, 1 Drew 174; *Craig* v. *Wheeler*, 1860, 29 L. J. Ch. 374; and *In re Game; Game* v. *Young*, [1897] 1 Ch. 881; 66 L. J. Ch. 505, were followed, and *Crowe* v. *Crisford*, 1853, 17 Beav. 507; *Wearing* v. *Wearing*, 1856, 23 Beav. 99; *In re Elmore's Will*, 1860, 9 W. R. 66; and *Vachell* v. *Roberts*, 1863, 32 Beav. 140, were overruled.

132. ——. After *In re Pitcairn*, [1896] 2 Ch. 199, insert a reference to *In re Bentham; Pearce* v. *Bentham*, 1906, 94 L. T. 307.

133. Legal Estate.—Line 24, *for* "*materiâ*," *read* "*materna*."

141. Legitimacy.—Line 17, *for* "*Aylesbury*," *read* "*Aylesford*."

142. ——. The mode of trial of issues arising on a petition for a declaration under the Legitimacy Declaration Act, 1858, is in the discretion of the Court, which has regard to the balance of convenience (*Sackville-West* v. *Att.-Gen.*, [1910] P. 143; 79 L. J. P. 34).

149. Letters Patent.—The construction of letters patent granting land on the bank of a river cannot be altered by reference to verbal or written negotiations with Crown officials, nor by long enjoyment so as to include a right to the fishing in the river, which is not mentioned in the letters patent (*Wyatt* v. *Att.-Gen. of Quebec*, [1911] A. C. 489; 81 L. J. P. C. 63).

161. Licence.—See PATENTS herein.

162–166. Licence (Marriage).—The following parts of this article, not being the work of the original author, who is therefore not responsible for the opinions expressed, should be in square brackets:—Page 163, lines 2–8, "[The first . . . England (see *post*)]." Page 163, lines 25–27, "[On several . . . parties—]." Page 164, lines 4–20, "[This decision . . . may be by banns]." Page 165, lines 42–43, "[Subject to . . . residence, etc.]." Page 165, line 43—Page 166, line 11, "[which licence . . . parish register]."

164. ——. Line 1, *for* "Sir John Nicholl," *read* "Dr. John Nicholl."

166. Licensing.—For the provisions of the Finance Act (1909–10) Act, 1910, 10 Edw. vii. c. 8, see Excise herein.

167. ——. The Licensing (Consolidation) Act, 1910, 10 Edw. vii. & 1 Geo. v. c. 24, repeals, with a few exceptions, and re-enacts, with some amendments, the existing Licensing Acts. The following table shows the various sections of the old Acts, and the corresponding sections of the Act of 1910. The amendments are set out below in their proper places.

ALEHOUSE ACT, 1828 (9 Geo. iv. c. 61).

Sections of Act of 1828.	Sections of Consolidation Act (1910).	Sections of Act of 1828.	Sections of Consolidation Act (1910).	Sections of Act of 1828.	Sections of Consolidation Act (1910).
1	2, 9, 10 (1)	8	2 (5)	15	45
2	10 (2), (5)	9	7 (1), 43 (1)	16	35 (1)
3	10 (3), (4)	12	11	17	1
4	22 (1), 23, 24	13	41	27-29	29, 30, 31, 32 (1)
5	10 (5), 22 (2)	14	23, Sched. IV., 24, 25, 27, 41		
7	8			36	111 (2)

LICENSING ACT, 1842 (5 & 6 Vict. c. 44).

Sections of Act of 1842.	Sections of Consolidation Act (1910).
1	88
2	43 (3), 88 (3)
3	43 (3), 88 (3)

WINE AND BEERHOUSE ACT, 1869 (32 & 33 Vict. c. 27).

Sections of Act of 1869.	Sections of Consolidation Act (1910).
4	1
6	41, 42 (1)
7	15
8	9, 17, 29, Sched. I.
11	35 (3), 44 (2)

WINE AND BEERHOUSE ACT AMENDMENT ACT, 1870 (33 & 34 Vict. c. 29).

Sections of Act of 1870.	Sections of Consolidation Act (1910).
4	11, 15 (1), 23, 25 (1), 41, 43, 44 (1), 45, 88, 108 (1)
10	38
11	10 (4)
14	35 (2)

Licensing Act, 1872 (35 & 36 Vict. c. 94).

Sections of Act of 1872.	Sections of Consolidation Act (1910).	Sections of Act of 1872.	Sections of Consolidation Act (1910).	Sections of Act of 1872.	Sections of Consolidation Act (1910).
3	35 (5), 65	36	50, 51, 53 (1), 2	52	99 (2)
4	65 (6)			53	89, 90
5	66 (1)	37	2 (2), 12 (2)	54	102
6	66 (2)	38	2 (3), 3, 4, 7 (2), 12 (2)	56	86
7	67			58	53 (3)
8	69	40	15, 25 (3), 27, 43 (1), (2), 44 (1)	60	40 (1), (2), (3), (4)
9	70				
10	73			61	107
11	74	41	43 (3)	62	85
13	75 (1), (2)	42	16 (2), (3), (4), (6)	63	106
14	76	43	13 (2), (3), (4)	64	84
15	35 (4), 77	44	34	65	109
16	78	45	37	66	104
17	79	46	37 (2), 38	68	1, 111 (1)
18	80	47	39	69	9, 17
23	63	48	42 (1), (2)	70	108
25	62	49	58 (1), (2), 60, 74 (1)	72	111 (2)
26	55			73	111 (1)
29	57	50	11, 24, 26, 108 (1)	74	1, 2 (1), 9, 16 (1), 48, 50 (5), 51, 110
31	36, 86 (2)	51	13 (3), 99 (1), 103, 105		
32	101				

Licensing Act, 1874 (37 & 38 Vict. c. 49).

Sections of Act of 1874.	Sections of Consolidation Act (1910).	Sections of Act of 1874.	Sections of Consolidation Act (1910).	Sections of Act of 1874.	Sections of Consolidation Act (1910).
3	54	12	100	23	42 (3)
4	55	14	50 (2)	25	42 (3)
5	55, 57	15	23 (2), 87	26	10 (5), 16 (2), 3
6	56	16	81	28	74
7	59, 60, 74 (1)	17	82	29	51 (2)
8	60	20	64 (3), 84	30	61 (1)
9	61 (1)	21	4 (4)	32	12 (1), 54
10	58 (3), (4), 61	22	33		

Sunday Closing (Wales) Act, 1881 (44 & 45 Vict. c. 61).

Sections of Act of 1881.	Sections of Consolidation Act 1910).
1	54
2	54
4	54

Licensing Evidence Act, 1884 (47 & 48 Vict. c. 29).

Section of Act of 1884.	Section of Consolidation Act (1910).
1	43 (3)

Intoxicating Liquors (Sale to Children) Act, 1901 (1 Edw. vii. c. 27).

Sections of Act of 1901.	Sections of Consolidation Act (1910).
2	68
3	68
5	68

LICENSING ACT, 1902 (2 Edw. VII. c. 28).

Sections of Act of 1902.	Sections of Consolidation Act (1910).	Sections of Act of 1902.	Sections of Consolidation Act (1910).	Sections of Act of 1902.	Sections of Consolidation Act (1910).
4	75 (3)	16	25, 27, 28, 88 (2), (6)	25	92
9	50 (2), 52, 86 (1)	17	64 (1), (2)	26	93
10	1, 9, 17, 111 (1)	18	15 (1)	27	94
11	15 (1), 71, 72, 86 (1), 87	19	12 (2), 13 (1)	28	95
12	40 (5)	20	32	29	96
13	49	21	83	30	97
14	10 (1)	23	111 (2)	31	98
15	88 (5)	24	91	32	110
				33	41

LICENSING ACT, 1904 (4 Edw. VII. c. 23).

Sections of Act of 1904.	Sections of Consolidation Act (1910).
1	2 (2), (3), 18, 19
2	20
3	21
4	2 (2), 4 (2), (4), 12 (2), 14 (1), (2), (3), (4), (5), 22, 41, 87
5	2 (3), 3 (2), 5 (1), 6 (1), (2), (3), (5).
6	47
7	46
8	2 (3), (4)
9	2 (3), 5 (2), 14 (6), 16 (5), 18, 23 (2), 110, Sched. II.

LICENSING ACT, 1906 (6 Edw. VII. c. 42).

Section of Act of 1906.	Section of Consolidation Act (1910).
1	7 (1)

167. ——. The Licensing (Consolidation) Act, 1910, adopts the following nomenclature :—

Transfer is the grant of a justices' licence in respect of certain premises to one person in substitution for another person who holds or has held the licence (s. 23 (1)).

Removal is the removal of a justices' licence from premises in respect of which it was granted to other premises. If the application is made on the ground that the premises are or are about to be pulled down or occupied under any Act for the improvement of highways or other public purpose, or that the premises have been rendered unfit by fire, tempest, or other unforeseen and unavoidable calamity it is called a "special removal." If it is made on other grounds it is called an "ordinary removal" (s. 24 (2)).

Occasional Licence is a licence granted under the authority of the Commissioners of Customs and Excise, in pursuance of sec. 13 of the Revenue Act, 1862, sec. 20 of the Revenue Act, 1863, and sec. 5 of the Revenue Act, 1864.

A General Order of Exemption is an excise licence to sell elsewhere than on licensed premises.

A Special Order of Exemption is a permission to keep licensed premises open during closing hours.

173. ——. Justices may grant an occasional licence in respect of premises licensed under sec. 4 of the Act of 1904, although the licence has been granted subject to the condition that the premises should only remain open during certain specified hours (*Groh* v. *Hesketh*, [1908] 1 K. B. 654 ; 77 L. J. K. B. 481).

173. ——. For the provisions as to six-day licences in the case of hotels, etc., see Excise herein.

174. ——. The holder of a six-day licence is entitled to open his premises on Christmas Day except when it falls on a Sunday (*Davies* v. *Harrison*, [1909] 2 K. B. 104 ; 78 L. J. K. B. 626).

176. ——. In a county borough the licensing justices are now for all purposes the Borough Licensing Committee (Licensing (Consolidation) Act, 1910, s. 2 (3) (*a*) (1)).

180. ——. The date of the annual licensing meeting is fixed by the licensing justices (Licensing (Consolidation) Act, 1910, s. 10 (2)). As to notices of the meeting, see *ibid.* s. 10 (5).

181. ——. Transfers and special removals may now be granted at the annual licensing meeting (Licensing (Consolidation) Act, 1910, s. 22).

182–183. ——. In a county the same committee may be appointed to exercise the powers and duties of Quarter Sessions, both as compensation authority and confirming authority (Licensing (Consolidation) Act, 1910, s. 6 (4)).

183. ——. No appeal lies from the decision of the whole body of justices in a county borough, acting as compensation authority, refusing to renew an on-licence (*R.* v. *Southampton JJ.*, [1906] 1 K. B. 505 ; 75 L. J. K. B. 322).

183. ——. Mandamus will not lie directing a compensation authority to re-hear an application for the apportionment of compensation money on the ground that they have wrongly decided a question of fact or law. Mandamus will only lie where the compensation authority have considered matters outside their jurisdiction (*R.* v. *Cheshire JJ.*; *Ex parte Heaver*, 1913, 108 L. T. 374 ; *R.* v. *Monmouthshire JJ.*; *Ex parte Neville*, 1913, 30 T. L. R. 26).

183. ——. *Howe* v. *Newington JJ.* was affirmed in the Court of Appeal, see [1908] 1 K. B. 260 ; 77 L. J. K. B. 263.

184. ——. The extinction of a licence under the Act of 1904 does not put an end to the lease, and the tenant remains liable for the rent (*Grimsdick* v. *Sweetman*, [1909] 2 K. B. 740 ; 78 L. J. K. B. 1162).

184. ——. For the purposes of the compensation fund the year is calculated from April 5 to April 5 (*Horton* v. *Penn*, [1907] 1 K. B. 561; 76 L. J. K. B. 340).

185. ——. The words "any agreement to the contrary" in sec. 3 (3) of the Licensing Act, 1904, include agreements made after as well as before the passing of the Act (*Wooler* v. *North-Eastern Breweries, Ltd.*, [1910] 1 K. B. 247; 79 L. J. K. B. 138).

186. ——. The unexpired term under Schedule II. (3) of the Act of 1904 is to be calculated from October 10 (*London County Council* v. *Watney*, [1909] 1 K. B. 637; 78 L. J. K. B. 421). Where the lessee of licensed premises agrees to take a reversionary lease on the day next but one after the expiration of his existing lease, the unexpired term does not include the reversionary lease, which is an *interesse termini* (*Llangattock* v. *Watney*, [1910] A. C. 394; 79 L. J. K. B. 559). See also *Knight* v. *City of London Brewery Co.*, [1912] 1 K. B. 10; 81 L. J. K. B. 194.

186. ——. A provisional licence under sec. 41 is not an existing on-licence within sec. 3 of the Act of 1904, and the holder is therefore not liable to contribute to the compensation fund (*Malkin* v. *R.*, [1906] 2 K. B. 886; 75 L. J. K. B. 884).

186. ——. A brewery company mortgaged a leasehold public-house to trustees as security for debenture stock. The licence was refused and compensation paid. The trustees were held entitled to the compensation money, but as the mortgagors were still in possession, they were held entitled to the interest on it until the security should become enforceable (*Law Guarantee and Trust Society* v. *Mitcham and Cheam Brewery Co.*, [1906] 2 Ch. 98; 75 L. J. Ch. 556).

187. ——. Where compensation is paid to a tenant for life of a freehold public house, he holds the money as trustee for all the parties interested in the settled estate. In such a case Quarter Sessions should apportionate the compensation money between the tenant for life and the remainderman (*In re Bladon; Dando* v. *Porter*, [1912] 1 Ch. 45; 81 L. J. Ch. 117).

187. ——. See *Liverpool Corporation* v. *Walker*, [1908] 2 K. B. 33; 77 L. J. K. B. 700, on question whether an appeal lies from the County Court on a question referred to it under sec. 2 (3) of the Act of 1904.

187. ——. Costs incurred by a compensation authority in unsuccessfully showing cause against a rule *nisi* for a mandamus directing them to re-hear a matter which has been before them, may properly be paid out of the compensation fund, provided that the costs are incurred reasonably and in good faith (*Att.-Gen.* v. *Thomson*, [1913] 3 K. B. 198; 82 L. J. K. B. 673).

187. ——. The appeal from the Commissioners of Inland Revenue to the High Court is regulated by sec. 10 of the Finance Act, 1894 (Licensing (Consolidation) Act, 1910, s. 20 (2)).

187. ——. *In re Ashby's Cobham Brewery* is now reported in [1906] 2 K. B. 754; 75 L. J. K. B. 983.

188. ——. The compensation authority have no power to refuse compensation on the ground that the premises are of less annual value than is required by sec. 1 of the Beerhouse Act, 1840, 3 & 4 Vict. c. 61, nor have the licensing justices power to refuse to grant a renewal on the same ground after they have referred the renewal to the compensation authority (*R.* v. *Walsall JJ.*, [1910] 2 K. B. 210; 79 L. J. K. B. 834).

188. ——. In deciding which of two adjacent licensed houses should be closed, the compensation authority have no jurisdiction to consider competitive offers by the licence holders for the surrender of other licences, nor contributions by them to the compensation fund (*R.* v. *Shann*, [1910] 2 K. B. 418; 79 L. J. K. B. 736).

189. ——. The owner of manorial rights over copyhold land, which rights include a fine on the admittance of a new tenant, is interested in licensed premises situated on copyhold land in the manor, and is entitled to share in the compensation money (*Ecclesiastical Commissioners* v. *Page*, [1911] 2 K. B. 946; 80 L. J. K. B. 1346).

190. ——. The committee of Quarter Sessions at a supplemental meeting to settle the shares in which compensation money is to be paid has power to state a case for the opinion of the High Court (*Ecclesiastical Commissioners* v. *Page*, [1911] 2 K. B. 946; 80 L. J. K. B. 1346).

190. ——. Where the compensation authority refuse to approve of the amount of compensation agreed upon by the persons interested, and the amount is determined by the Inland Revenue Commissioners, the compensation authority are not "persons aggrieved," and therefore cannot appeal from the decision of the Commissioners (*Liverpool Compensation Authority* v. *Inland Revenue Commissioners*, [1913] 1 K. B. 165; 82 L. J. K. B. 349).

190. ——. In an appeal from the decision of the Inland Revenue Commissioners fixing the amount of the compensation money, a judge of the High Court has a discretion to award costs against the Commissioners; but as the Commissioners have no interest in the subject-matter of the litigation, the mere fact that the appeal has been substantially successful is not a sufficient reason (*In re Hardy's Crown Brewery, Ltd.*, [1910] 2 K. B. 257; 79 L. J. K. B. 806).

190. ——. As to granting of costs against the Commissioners of Inland Revenue on an appeal to the High Court under sec. 2 of the Licensing Act, 1904, see *In re Hardy's Crown Brewery*, 1911, 103 L. T. 520.

191. ——. The tenant of licensed premises remains liable to his landlord for rent after the licence has been taken away under the Act of 1904 (*Grimsdick* v. *Sweetman*, [1909] 2 K. B. 740; 78 L. J. K. B. 1162).

191. ——. Compensation money coming into the hands of trustees for debenture holders in a brewery company under the Licensing Act, 1904, may be reinvested in the purchase of licensed premises (*Noakes* v. *Noakes*, [1907] 1 Ch. 64; 76 L. J. Ch. 151; *Dawson* v. *Braime's Tadcaster Breweries*, [1907] 2 Ch. 359; 76 L. J. Ch. 588; *In re Bentley's Yorkshire Breweries; Charlesworth* v. *Bentley's Yorkshire Breweries*, [1909] 2 Ch. 609; 78 L. J. Ch. 704).

194. ——. As to definition of a "new licence," see Licensing (Consolidation) Act, 1910, sec. 16.

194. ——. In the case of an application for a new licence the length of notice is now calculated in all cases from the date of the application, and not as formerly, as regarded some notices, from the date of the meeting (Licensing (Consolidation) Act, 1910, s. 15).

194. ——. On an application for a new on-licence the Justices are entitled to inquire as to whether the transferee is a fit and proper person to hold a licence. They are not entitled to interfere in the relations and arrangements between the transferee and his landlord, or in the terms on which he proposes to carry on the business as between himself and the public, unless such arrangements, relations or terms are such as to prevent his carrying on the business without transgressing the law (*R.* v. *Hyde JJ.*, [1912] 1 K. B. 645; 81 L. J. K. B. 363).

196. ——. Effect of increased duties under Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, on monopoly value. See EXCISE herein.

196. ——. In sec. 14 of the Licensing (Consolidation) Act, 1910, the word "value" means capital value and not annual value. The amount ordered to be paid by the Justices must be certain (*R.* v. *Sunderland Customs and Excise Commissioners*, [1913] 3 K. B. 483; 83 L. J. K. B. 51).

196. ——. All payments in respect of monopoly value on the grant of new licences are paid into the Exchequer. The Commissioners of Inland Revenue are entitled to be heard by the justices or confirming authority on the question of payments in respect of monopoly value (Finance (1909–10) Act, 1910, s. 87).

197. ——. There is no power to attach a condition or undertaking to the grant of a new off-licence. The Justices may however ask for an undertaking on a relevant matter for the purpose of considering whether they will grant or refuse the licence. Such an undertaking is not legally a part of the licence so as to be punishable if it is broken (*R.* v. *Beesly*, (or *Birmingham Licensing JJ.*); *Hodson, Ex parte*, [1912] 3 K. B. 583; 82 L. J. K. B. 23).

198. ——. In *Parkes* v. *Dudley JJ.*, [1913] 1 K. B. 1; 82 L. J. K. B. 337, the licence-holder of an old on-licence agreed to transfer his licence to A. A. applied to the Justices for a transfer, and the Justices adjourned the application to the general annual licensing meeting, granting A. a protection order in the meantime. Notice of opposition was served both on the licence-holder and A., that served on the licence-holder not alleging any grounds which were personal to him. The Justices, at the general annual licensing meeting, refused the application for a transfer. They also refused to renew the licence, although no formal application was made by the licence-holder, one of the grounds being that the house had been ill-conducted. The licence-holder, A., and the owners of the house, the brewers, appealed to Quarter Sessions, who found that the house had not been ill-conducted, but that the Justices were right in not granting a transfer to A. They granted a renewal to the licence-holder. A Divisional Court held that Quarter Sessions had power under sec. 29 (4) of the Licensing (Consolidation) Act, 1910, to grant a renewal, the refusal by the Justices of the application for a transfer amounting to a refusal to renew to anybody.

199. ——. As to appeal from order requiring structural alterations, see *infra.*

200. ——. Transfers and special removals may now be granted at the annual licensing meeting (Licensing (Consolidation) Act, 1910, s. 22).

202. ——. Sale of liquor before application for temporary transfer. See PROBATION OF OFFENDERS herein.

205. ——. An appeal against an order requiring structural alterations, in the case of a borough, now lies either to the borough or the county quarter sessions at the appellant's option (Licensing (Consolidation) Act, 1910, sec. 72 (2)).

205. ——. An appeal from the refusal of the licensing justices to grant a renewal, transfer, or special removal may now be adjourned from one sessions to a subsequent sessions (Licensing (Consolidation) Act, 1910, s. 29 (4)).

205. ——. As to the powers of Quarter Sessions to grant a renewal of a licence in a case where they have held that the Justices at the general annual licensing meeting were justified in refusing an application for a transfer, see *Parkes* v. *Dudley JJ.* [1913] 1 K. B. 1; 82 L. J. K. B. 337, *supra*, p. 455.

205. ——. Where a licence-holder dies after having given notice of appeal against the refusal of the licensing justices to renew his licence, his representatives may carry on the appeal. In such a case the owners of the house are also entitled to maintain the appeal (*Cooke* v. *Cooper*, [1912] 2 K. B. 248; 81 L. J. K. B. 648).

205. ——. As to the right of the licensing justices to costs under sec. 32 of the Licensing (Consolidation) Act, 1908, see *R.* v. *Salford Hundred Justices; Ex parte Bolton Justices*, [1912] 2 K. B. 567; 81 L. J. K. B. 952).

207. ——. Where the Commissioners allow a licensed house situated in an outlying part of an urban district to be treated for the purpose of licence duty as being outside that district (see EXCISE herein), it is treated for the purposes of closing hours as if it were outside that district (Finance Act, 1911, 1 & 2 Geo. v. c. 48, s. 5).

209. ——. Where it appears on the application for the renewal of a licence that the annual value of the house has fallen below the specified amount, the Justices have power to refuse the renewal on the ground that if the licence were granted it would be void. In such a case they are not bound to refer the question of renewal to the compensation authority under sec. 19 (*R.* v. *Kingston-upon-Hull licensing JJ.*, [1913] 2 K. B. 425; 82 L. J. K. B. 946).

209. ——. In sec. 3 of the Licensing Act, 1872 (see now sec. 65 (3) of the Licensing (Consolidation) Act, 1910), the expression "second offence" means an offence committed after conviction for a first offence, and does not include a case where a licence-holder is convicted of two offences on the same day (*R.* v. *South Shields JJ.*, [1911] 2 K. B. 1; 80 L. J. K. B. 809).

209. ——. The disqualification numbered (5) is extended to include any justices' licence, and also to convictions for forging any such licence (Licensing (Consolidation) Act, 1910, sec. 35 (3)).

209. ——. By sec. 2 of the Finance Act, 1910, 10 Edw. vii. & 1 Geo. v. c. 35, a person is no longer to be disqualified for receiving a beer retailer's licence by reason only that the premises in respect of which he applies are not a dwelling-house, or that he is not the real resident holder and occupier of the premises.

212. ——. As to sales following orders given to a brewer's drayman, see *Stansfield* v. *Andrews*, 1909, 100 L. T. 529.

212. ——. Where a fine exceeding £20 is imposed on a person for an offence against sec. 65 (1) of the Licensing (Consolidation) Act, 1910, and the fine is not paid, and in default of sufficient distress, the defendant may be imprisoned, for a term not exceeding three months, under sec. 5 of the Summary Jurisdiction Act, 1879, although the alternative punishment to a fine imposed by sec. 65 (1) of the Licensing (Consolidation) Act, 1910, is imprisonment for one month only (*R.* v. *Leach*, [1913] 3 K. B. 40; 82 L. J. K. B. 897).

213. ——. The language of secs. 5 and 6 of the Licensing Act, 1872, is somewhat modified by sec. 66 of the Licensing (Consolidation) Act, 1910, which replaces them.

216. ——. A person who enters licensed premises with a *bona-fide* traveller, and is there supplied with intoxicating liquor at the expense of the traveller, commits an offence under sec. 25 of the Licensing Act, 1872 (*Jones* v. *Jones*, [1910] 2 K. B. 262; 79 L. J. K. B. 762).

217. ——. It is an offence under sec. 13 of the Act of 1872 for the licensee of premises to permit a drunken person to remain on the premises during closing hours, even if such person is a friend of his (*Lawson* v. *Edminson*, [1908] 2 K. B. 952; 78 L. J. K. B. 36); or for an hotel-keeper to accept a drunken person as a guest during closing hours (*Thompson* v. *M'Kenzie*, [1908] 1 K. B. 905; 77 L. J. K. B. 605).

219. ——. It is not an offence to add a small quantity of beer to the amount ordered (the "long pull"), provided the amount ordered is properly measured (*Pennington* v. *Pincock*, [1908] 2 K. B. 244; 77 L. J. K. B. 537).

219. ——. A barman who is employed by a licence-holder to sell liquor in the ordinary way, is a "person" who "sells" within the meaning of sec. 69 (1) of the Licensing (Consolidation) Act, 1910 (*Caldwell* v. *Bethell*, [1913] 1 K. B. 119; 82 L. J. K. B. 101, a case in which the sale took place without the knowledge of the licensee).

220. ——. As to permitting licensed premises to be used as a brothel, see Licensing (Consolidation) Act, 1910, sec. 77.

223. ——. Lines 38 and 39, *for* "(44)," *read* "(43)."

223. ——. The holder of a licence who allows, or the holder of a licence or any other person who causes or procures, any child to go to or be in the bar of licensed premises except during closing hours is liable to a fine on summary conviction not exceeding 40s. for a first offence, and £5 for subsequent offences. If a child is found in a bar, the holder of the licence is presumed to have committed an offence unless he shows that he used due diligence, or that the child was apparently over fourteen. The section does not apply to railway refreshment-rooms or other premises constructed, fitted, and intended to be used in good faith for any purpose to which the holding of a licence is merely auxiliary. "Bar" means an open drinking bar, or any part of the premises exclusively or mainly used for the sale and consumption of intoxicating liquor (see *Donaghue* v. *M'Intyre*, [1911] S. C. 61 (Children) Act, 1908, 8 Edw. VII. c. 67, s. 120). As to the responsibility of a licensee under this section for the acts of his wife, see *Russon* v. *Dutton*, 1911, 104 L. T. 599.

223. ——. The mere fact that a child is sent to fetch liquor in a vessel which is capable of being corked and sealed is not sufficient to exonerate the sender under sec. 2 of the Intoxicating Liquors (Sale to Children) Act, 1901, 1 Edw. VII. c. 27. The sending of a child for less than a reputed pint is an offence within the section (*Farndale* v. *Dillon*, [1907] 2 K. B. 513; 76 L. J. K. B. 922). The liquor sold need not be such as is ordinarily sold in sealed bottles. It is sufficient if it is in fact so sold (*Jones* v. *Shervington*, [1908] 2 K. B. 539; 77 L. J. K. B. 771).

259. Life, Estates for.—See also MANSION HOUSE, Vol. VIII. p. 560 and herein.

262. ——. The mills mentioned in sec. 25 of the Settled Land Act 1882, are only such mills as are used for developing the agricultural produce of settled land. Silk or cotton mills are not included (*In re Harrington's Settled Estates*, 1906, 75 L. J. Ch. 460; 94 L. T. 623).

263. ——. In *In re Windham's Settled Estate*, [1912] 2 Ch. 75; 81 L. J. Ch. 574, it was held that where the principal mansion house was added to so as to render a new carriage drive necessary, that carriage drive was a private road within sec. 25 (viii.) of the Settled Land Act, 1882.

264. ——. *Leigh* v. *Taylor*, [1902] A. C. 157, was distinguished in *In re Whaley; Whaley* v. *Roehrich*, [1908] 1 Ch. 615; 77 L. J. Ch. 367, cited *ante, sub tit.* FIXTURES.

272. Life Insurance.—See ASSURANCE COMPANIES herein for the provisions of the Assurance Companies Act, 1909, 9 Edw. VII. c. 49, which repeals the old Life Insurance Acts.

272. ——. As to power of company to alter its contract by altering its articles, see *British Equitable Assurance Co.* v. *Baily*, [1906] A. C. 35; 75 L. J. Ch. 73, and COMPANY, Vol. III. p. 267.

273. ——. A husband's insurable interest in his wife's life is presumed to the extent of the amount insured (*Griffiths* v. *Fleming*, [1909] 1 K. B. 805; 78 L. J. K. B. 567).

275. ——. As to what amounts to a *bona fide* interest of a third party in a policy, where the assured has committed suicide, see *Wigan* v. *English and Scottish Law Life Assurance Association*, [1909] 1 Ch. 291; 78 L. J. Ch. 120.

276. ——. In *Sparenborg* v. *Edinburgh Life Assurance Co.*, [1912] 1 K. B. 195; 81 L. J. K. B. 299, the plaintiff insured his life with the defendant Company in 1894. The policy contained a condition that if the plaintiff visited certain countries, the policy should be void and the premiums paid forfeited. In 1897 the plaintiff unknowingly broke the condition. In 1911 he discovered the breach and informed the defendants. The defendants were prepared to waive the breach on the plaintiff paying an increased premium, and ultimately agreed not to ask for the extra premium. The plaintiff, however, asked for the return of the premiums paid since 1897, on the ground that the policy was void. It was held that even if the policy was void, the plaintiff could not recover the premiums, as they had become forfeited.

278. ——. A mortgagee of a policy of life assurance who does not receive the policy is deemed to have constructive notice of a prior mortgage if such exists. A mortgagee is not bound to give notice to a prior mortgagee, and if the prior mortgagee makes a further advance the subsequent mortgage will rank in priority over the such further advance, provided the subsequent mortgagee has given notice to the assurers before the prior mortgagee (*In re Weniger's Policy*, [1910] 2 Ch. 291; 79 L. J. Ch. 546).

278. ——. As to the right of a foreign executor to recover policy monies without taking out probate in this country, see *Haas* v. *Atlas Assurance Co.*, [1913] 2 K. B. 209; 82 L. J. K. B. 506.

281. ——. As to the return of the deposit of £20,000, see, further, PARLIAMENTARY DEPOSITS, Vol. X. p. 334 and herein, and ASSURANCE COMPANIES herein.

281. ——. Section 44 of the Companies Act, 1862, does not now apply to life insurance companies (Companies (Consolidation) Act, 1908, 8 Edw. VII. c. 69, s. 108 (6)).

281. ——. See *In re Nelson & Co.*, [1905] 1 Ch. 551; 74 L. J. Ch. 290; and *In re British Widows Assurance Co.*, [1905] 2 Ch. 40; 74 L. J. Ch. 525, as to companies carrying on other business than life assurance, and the provision of the Life Assurance Companies Act, 1870, 33 & 34 Vict. c. 61, sec. 4. As to the distribution of assets under a pension scheme connected with the sale of tea, see *In re Nelson & Co.*, 1906, 22 T. L. R. 406.

281. ——. The provisions of the Life Insurance Acts, 1870 to 1872, are extended to companies undertaking employers' liability business. See ASSURANCE COMPANIES herein.

283. ——. A written representation made by an agent, which is inconsistent with the terms of the policy, is not admissible in evidence against the company (*Horncastle* v. *Equitable Life Assurance Society of U.S.A.*, 1906, 22 T. L. R. 735).

284. ——. The decision in *Kettlewell* v. *Refuge Assurance Co.* was affirmed in the House of Lords, see [1909] A. C. 243; 78 L. J. K. B. 519.

284. ——. It was held in *Pearl Life Insurance Co.* v. *Johnson*, [1909] 2 K. B. 288; 78 L. J. K. B. 777, that where a policy stated that the proposal was the basis of the policy, and if the statements in the proposal were untrue the policy should be void, the company were liable, misstatements having been inserted in the proposal by the company's agent.

285. Life-Saving Appliances.—The rules made under sec. 247 of the Merchant Shipping Act, 1894, will now be found in St. R. & O. 1913, No. 245.

286. ——. Ships of the following countries have been exempted under sec. 4 of the M. S. A., 1906:—Germany, Norway, France, and Sweden (St. R. & O. 1909, Nos. 917, 918, 1405, 1406); Denmark and the Netherlands (St. R. & O. 1910, Nos. 475 and 670).

291. Light.—In an action for obstructing ancient lights, the measure of damage is the damage to the whole of the plaintiff's property. Thus where the plaintiff owned two old houses which would soon have to be pulled down, and also vacant land adjoining, which together with the site of the houses was suitable for the erection of factories, the damage was held to be the damage to the property as a whole and not merely that to the two houses (*Griffith* v. *Clay*, [1912] 1 Ch. 291; 81 L. J. Ch. 809).

291. ——. Where the result of the defendant's acts is to lessen the amount of light entering from one of the windows of the plaintiff, and to increase the amount of light from another, the plaintiff has no cause of action. He is not entitled to the particular rays of light coming from any particular direction, and the question depends on the *quantum* of light which is left to him (*Davis* v. *Marrable*, [1913] 1 Ch. 421; 82 L. J. Ch. 510).

297. Lighthouse.—The scale of light dues imposed by Schedule II. of the Merchant Shipping (Mercantile Marine Fund) Act, 1898, is altered by Orders in Council of December 1, 1906 (St. R. & O. 1906, p. 404), and December 21, 1908 (St. R. & O. 1908, p. 549).

298. ——. Sailing yachts of and above 5 tons, not registered in the British Islands, which come solely for racing, are exempted from light dues by Order of July 4, 1908 (St. R. & O. 1908, p. 647).

306. Lights of Vehicles Act, 1907.—Order in Council No. 1042 of 1907 (St. R. & O. 1907, p. 296) exempts certain military vehicles from the requirements of the Act.

308. Limitation; Limitations (Statutes of).—As to limitation of Admiralty actions, see COLLISIONS AT SEA and SALVAGE herein.

309. ——. Line 1, for "[1902] 2 K. B. 96," *read* "[1901] 2 K. B. 96."

309. ——. An action by a *cestui que trust* against another *cestui que trust* to recover money paid to him by a trustee under a *bona fide* mistake of fact is barred by the Limitation Act, 1623, 21 Jac. I. c. 16, as being in the nature of a common law action for money had and received: *aliter* if the claim is made in an action in which the Court is administering the trust estate (*In re Robinson; M'Laren* v. *Public Trustee*, [1911] 1 Ch. 502; 80 L. J. Ch. 381).

309. ——. An action to enforce an award under the Lands Clauses Act, 1845, is barred after six years from the date of the award by the Limitation Act, 1623, 21 Jac. I. c. 16 (*Turner* v. *Midland Railway*, [1911] 1 K. B. 832; 80 L. J. K. B. 516).

309. ——. A claim for the payment of a rent-charge on a personal covenant is barred after twelve years, the effect of sec. 1 of the Real

Property Limitation Act, 1874, being to reduce the period allowed under sec. 3 of the Civil Procedure Act, 1833, 3 & 4 Will. IV. c. 42 (*Shaw* v. *Crompton*, [1910] 2 K. B. 370; 80 L. J. K. B. 52).

310. ——. The decision in *In re Hazeldine's Trusts*, [1907] 1 Ch. 686, was reversed in the Court of Appeal, see [1908] 1 Ch. 34; 77 L. J. Ch. 97.

310. ——. Where land is held on trust for sale, an interest in the proceeds of the sale is land within the meaning of the Real Property Limitation Acts, 1833 and 1874. Therefore the period of limitation applicable to a claim by a mortgagee of such an interest is twelve years (*In re Fox; Brooks* v. *Marston*, [1913] 2 Ch. 75; 82 L. J. Ch. 393).

310. ——. The interest of a mortgagor in the proceeds of a sale of land, held on trust for sale, is an interest in land within the meaning of sec. 1 of the Real Property Limitation Act, 1833, and is barred after the lapse of twelve years by sec. 34 of that Act, and sec. 8 of the Real Property Limitation Act, 1874 (*In re Fox; Brooks* v. *Marston*, [1913] 2 Ch. 75; 82 L. J. Ch. 393, following *In re Hazeldine's Trusts*, [1908] 1 Ch. 34; 82 L. J. Ch. 97).

310. ——. An advowson is not land within the meaning of the Real Property Limitation Act, 1833, but the equitable doctrine of staleness applies in a proper case to a claim of foreclosure of a mortgage of an advowson (*Brooks* v. *Muckleston*, [1909] 2 Ch. 519; 79 L. J. Ch. 12).

314. ——. In an action on a policy of insurance the time runs from the date on which the plaintiff knew the facts, not from the date on which he knew the proper construction to be put upon those facts. If the time expires while another case involving the same point is before the Courts, his right of action is barred (*Molloy* v. *Mutual Reserve Life Insurance Co.*, 1906, 94 L. T. 756; 22 T. L. R. 525).

314. ——. As to date from which the statute runs in the case of an action to enforce an award under the Lands Clauses Act, 1895, see *Turner* v. *Midland Railway*, [1911] 1 K. B. 832; 80 L. J. K. B. 516, *supra*.

314. ——. As to date from which the statute runs in a case of *devastavit*, see EXECUTORS AND ADMINISTRATORS herein.

315. ——. In an action for money paid under mistake of fact time runs from the date of payment except where, before the Judicature Act, 1873, equitable relief only could be claimed. If both parties are under the mistake at the date of payment, no demand for repayment is necessary (*Baker* v. *Courage*, [1910] 1 K. B. 56; 79 L. J. K. B. 313, distinguishing *Freeman* v. *Jeffries*, 1869, L. R. 4 Ex. 189; 38 L. J. Ex. 116).

315. ——. Where the period during which an action may be brought on a bill of exchange expires on a Sunday, the writ must be issued on the Saturday. Order LXIV. r. 3, does not apply to cases under the Statute of Limitation (*Gelmini* v. *Morriggia*, [1913] 2 K. B. 549; 82 L. J. K. B. 949).

317. ——. See *Hervey* v. *Wynn*, 1905, 22 T. L. R. 93, as to effect of a statutory declaration as an acknowledgment of a right within sec. 8 of the Real Property Limitation Act, 1874, 37 & 38 Vict. c. 57.

317. ——. See *In re Metropolis and Counties Permanent Investment Building Society*, [1911] 1 Ch. 698; 80 L. J. Ch. 387, as to when the time begins to run in a case where a building society enters into possession under a mortgage under a trust to apply the rents in satisfaction of instalments and to pay the balance to the mortgagor.

319. ——. As to acknowledgments and part payments, see *In re Boswell; Merritt* v. *Boswell*, [1906] 2 Ch. 359; [1907] 1 Ch. 331; 75 L. J. Ch. 234, 658.

319. ——. For an example of a sufficient acknowledgment to prevent the operation of the statute, see *Cooper* v. *Kendall*, [1909] 1 K. B. 405; 78 L. J. K. B. 580.

319. ——. The inclusion of a statute-barred debt by an executor in an affidavit for probate is not an acknowledgment of the debt which will take it out of the Statute of Limitations (*In re Beavan; Davies* v. *Beavan*, [1912] 1 Ch. 196; 81 L. J. Ch. 113). In this case *In re Emmet* 1906, 95 L. T. 755, was questioned, *Stamford, Spalding and Boston Banking Co.* v. *Smith*, [1892] 1 Q. B. 765 (Vol. I. p. 122) was followed, and *Smith* v. *Poole*, 1841, 12 Sim. 17, was held to be no longer law.

320. ——. Where part payment of a debt is made by cheque, the statute runs from the date of the giving of the cheque, and not the day on which it is paid (*Marreco* v. *Richardson*, [1908] 2 Ch. 584; 77 L. J. K. B. 859).

320. ——. Under sec. 5 of the Civil Procedure Act, 1833, 3 & 4 Will. IV. c. 42, an acknowledgment by one co-obligor prevents the statute running in favour of the others (*Read* v. *Price*, [1909] 2 K. B. 724; 78 L. J. K. B. 1137).

321. ——. The decision in *In re Hazeldine's Trusts*, [1907] 1 Ch. 686, was reversed in the Court of Appeal, see [1908] 1 Ch. 34; 77 L. J. Ch. 97.

321. ——. Where land is held on trust for sale, an interest in the proceeds of the sale is land within the meaning of the Real Property Limitation Acts, 1833 and 1874. Therefore the period of limitation applicable to a claim by a mortgagee of such an interest is twelve years (*In re Fox; Brooks* v. *Marston*, [1913] 2 Ch. 75; 82 L. J. Ch. 393).

321. ——. The statutory accounts published by a building society in accordance with sec. 40 of the Building Societies Act, 1874, 37 & 38 Vict. c. 42, do not amount to an acknowledgment of a mortgagor's title where the society has entered into possession of the rents and profits (*In re Metropolis and Counties Permanent Investment Building Society*, [1911] 1 Ch. 698; 80 L. J. Ch. 387).

321. ——. The existence of a prior mortgage at the creation of a mortgage does not make the mortgagor's interest a future estate or interest; the prior mortgagee's entry into possession does not suspend the running of the period (*Johnson* v. *Brock*, [1907] 2 Ch. 533; 76 L. J. Ch. 602.)

323. ——. As to acknowledgment by trustees, see TRUSTS herein.

323. ——. Where an average adjuster instructed a firm of shipping agents to realise the cargo of a ship and to settle for the salvage, the shipping agents were held not to be express trustees of the balance remaining in their hands, and in such a case the Statute of Limitations will bar the action (*Henry* v. *Hammond*, [1913] 2 K. B. 515; 82 L. J. K. B. 575).

324. Limitation of Liability.—By sec. 1 (2) and (3) of the Merchant Shipping Act, 1911, 1 & 2 Geo. v. c. 42, a British Court in a foreign country, *i.e.* a British Court having jurisdiction out of His Majesty's dominions in pursuance of an Order in Council whether made under any Act or otherwise, has jurisdiction to entertain any proceedings under Part VIII. of the Merchant Shipping Act, 1894, which comprises sections 501 to 509.

324. ——. In the case of a railway company the owners are the general body of shareholders, and not the persons registered under sec. 59 of the Merchant Shipping Act, 1894 (*The Yarmouth*, [1909] P. 293; 79 L. J. P. 1).

325. ——. The decision in *The Steam Hopper No.* 66 was reversed in the House of Lords, see [1908] A. C. 126; 77 L. J. P. 84.

325. ——. A hopper barge fitted with a rudder, but with no means of propulsion, is a ship within sec. 742 of the Merchant Shipping Act, 1894, and the owner is entitled to limit his liability under sec. 503 (*The Mudlark*, [1911] P. 116; 80 L. J. P. 117).

340. Liquidated Demand.—In *De Soysa* v. *De Pless Pol*, [1912] A. C. 194; 81 L. J. P. C. 126, a contract for a lease made it a condition precedent that the lessor should do certain works by a certain date. The contract further fixed a certain sum which was to be paid for every day after the day fixed until the works were completed. This sum was held to be liquidated damages and not a penalty, and the lessee was held entitled to recover the sum for every day down to the commencement of his action. Further damages down to the date of the judgment were also allowed.

340. ——. An agreement for the sale of certain land provided that the purchase money should be paid in certain specified instalments at certain specified times. The agreement also contained the following clause: "And it is expressly understood that time is of the essence of this agreement, and unless the payments are punctually made at the times and in the manner above mentioned these presents shall be null and void and of no effect, and the said party of the first part [the vendors] shall be at liberty to re-sell the land, and all payments made hereunder shall be absolutely forfeited to the party of the first part." This clause was held to be in the nature of a penalty from which the purchaser was entitled to be relieved on paying the unpaid instalment (*Kilmer* v. *British Columbia Orchard Lands Ltd.*, [1913] A. C. 319; 82 L. J. P. C. 77).

340. ——. *Clydebank Engineering Co.* v. *Castaneda*, [1905] A. C. 6, was followed in *Webster* v. *Bosanquet*, [1912] A. C. 394; 81 L. J. P. C. 205.

340. ——. See further as to the difference between a penalty and a liquidated demand, *Dingwall* v. *Burnett*, [1912] S. C. 1097, where the dictum of Lord Fitzgerald was commented on and doubted.

346. List, Civil.—By the Civil List Act, 1910, 10 Edw. VII. & 1 Geo. V. c. 28, the hereditary revenues of the Crown, including the Osborne Estate (see Osborne Estate Act, 1902), are paid into the Consolidated Fund (s. 1). During the present reign, and for six months afterwards, there is granted to the King's Civil List £470,000, allocated in the manner detailed in the Schedule to the Act (ss. 2, 6). In the event of Her Majesty surviving His Majesty, she is entitled to an annuity of £70,000 (s. 3). In the event of the marriage of the Prince of Wales, the Princess of Wales is entitled to an annuity of £10,000 during the marriage, to be increased in the event of her widowhood to £30,000 (s. 4). Provision is also made for His Majesty's younger children (s. 5).

349. Lloyd's.—See ASSURANCE COMPANIES herein as to provisions of the Assurance Companies Act, 1909, affecting members of Lloyd's.

353. Load-line.—By minutes of the Board of Trade dated April 24 and May 30, 1907, the following classes of coasting steamships under 80 tons register are exempted under sec. 7 of the M. S. A., 1906 :—Tugs and salvage steamers; steamers surveying harbours and their approaches; steam hopper barges and dredgers; steam pilot vessels; passenger steamers, holding passenger certificates, plying in smooth water or partially smooth water limits; passenger steamers, holding passenger certificates, plying in excursion limits (St. R. & O. 1907, p. 269).

354. ——. Under sec. 1 of the M. S. A., 1906, French ships are exempted (St. R. & O. 1909, No. 1407), as also are those of the Netherlands and Sweden (St. R. & O. 1910, Nos. 671 and 1114).

358. Local Authorities, Meetings of.—The Local Authorities (Admission of the Press to Meetings) Act, 1908, 8 Edw. VII. c. 43, provides that duly accredited representatives of newspapers and news agencies shall be admitted to meetings of all local authorities. They may, however, be temporarily excluded by resolution if it is advisable in the public interest.

"Local Authority" is defined as including the council of a county, county borough, borough (including a metropolitan borough), urban district, rural district or parish, and a joint committee or joint board of two or more such councils to which powers have been transferred or delegated; a parish meeting under the Local Government Act, 1894; an education committee and a joint education committee under sec. 17 of the Education Act, 1902, so far as respects any acts or proceedings which do not require the approval of the council or councils; a board of guardians and a joint committee under sec. 8 of the Poor Law Act, 1879, and the board of management of a school or asylum district under any of the Poor Law Acts; a central body and a distress committee under the Unemployed Workmen Act, 1905; the Metropolitan Water Board and a joint committee under the provision of any Act or Provisional Order; any other local body which has power to make a rate. The Act does not apply to committees, except where they are themselves authorities under the Act, but a committee may admit members of the press if they choose to. The Act does not extend to Ireland.

380. Local Taxation Grants.—See further Finance Acts, 1907, 7 Edw. VII. c. 13, s. 17; 1908, 8 Edw. VII. c. 43, s. 6; (1909–10) 1910, s. 88; 1911, 1 & 2 Geo. V. c. 48, s. 18.

380. ——. The Local Government (Adjustments) Act, 1913, 3 & 4 Geo. V. c. 19 extends and amends the law relating to the adjustment of financial relations between local government areas on any adjustment under secs. 32 or 62 of the Local Government Act, 1888, or under sec. 68 of the Local Government Act, 1894.

389. Lodger.—As to liability of lodgers' goods to distress, see DISTRESS herein.

393. Lodging-House.—A by-law under sec. 94 of the Public Health (London) Act, 1891, requiring the landlord of a lodging-house to clean the house once a year is invalid on the ground that the landlord might have no right of entry (*Aldridge* v. *Islington Borough Council*, [1909] 2 K. B. 127; 78 L. J. K. B. 533).

395. ——. The provisions of the Housing of the Working Classes Acts have been considerably altered by the Housing, Town Planning, etc., Acts, 1909, 9 Edw. VII. c. 44 (*q.v.*).

397. London Building Acts (see also PARTY WALL).—The consent of the Metropolitan Board of Works to build in front of the old general building line given before 1894 does not alter the general building line (*Fleming* v. *London County Council; Metropolitan Railway* v. *London County Council*, [1911] A. C. 1; 80 L. J. K. B. 35).

A public-house, in which there lived the tenant and his wife and children, one servant and seven persons employed in the public-house, was held to be "a dwelling-house occupied as such by not more than two families," and therefore not within sec. 12 of the London Building Acts (Amendment) Act, 1905 (*London County Council* v. *Cannon Brewery Co.*, [1911] 1 K. B. 235; 80 L. J. K. B. 258).

Where a wall enclosing an open space is within the prescribed limit of nearness to the centre of the roadway, and the owner erects a new building on the open space, which building is beyond the prescribed limit, the open space between the new building and the wall does not become a "fore court" or other space within sec. 3 of the London Building Act, 1894 (Amendment) Act, 1898, so as to authorise the London County Council to require the removal of the wall (*Rea* v. *London County Council*, [1911] 1 K. B. 740; 80 L. J. K. B. 704).

An iron and glass frame used for advertising purposes, fastened by plugs and cement into holes in the walls of a building, may be a structure within sec. 22 (1) and a projection within sec. 78 (8) of the Act of 1894 (*Pears* v. *London County Council*, 1911, 105 L. T. 525).

As to the powers of the tribunal of appeal in an appeal against the refusal of the London County Council to certify that a building which is within sec. 7 of the London Building Acts (Amendment) Act, 1905, has been provided with proper means of escape, see *London County Council* v. *Clark*, [1912] 1 K. B. 511; 81 L. J. K. B. 225.

A building which is vested in and in the occupation of a Territorial Association is exempt from the provisions of the London Building Acts, as a building structure or work vested in and in the occupation of His Majesty (*Dellar* v. *Drury*, [1912] 2 K. B. 209; 81 L. J. K. B. 766).

406. London City.—Add a reference to the Mayor's Court Rules, 1903, 1908 (St. R. & O. 1908, pp. 1004, 1006), and 1909 (St. R. & O. 1909, No. 87).

411. London County.—As to Michael Angelo Taylor's Act, see, further, LANDS CLAUSES ACTS, Vol. VIII. p. 9, and herein.

421. ——. Women may be elected aldermen or councillors of a metropolitan borough (Qualification of Women (County and Borough Councils) Act, 1907, 7 Edw. VII. c. 33. See Vol. XIV. p. 826).

424. ——. The decision in *R.* v. *Carson Roberts*, 96 L. T. 733, was affirmed in the Court of Appeal, see [1908] 1 K. B. 407 ; 77 L. J. K. B. 281.

429. ——. The decision in *Western* v. *Kensington Assessment Committee*, [1907] 2 K. B. 233, was affirmed in the Court of Appeal, see [1908] 1 K. B. 811 ; 77 L. J. K. B. 328.

430. London, Port of.—The Port of London Act, 1908, 8 Edw. VII. c. 68, establishes a Port of London Authority, transfers the undertakings of the Dock Companies, and vests the Authority with powers of management and control.

441. Lotteries.—The fact that the prize is presented and not provided out of the funds of the lottery does not prevent the sale of tickets from being an offence under sec. 41 of the Lotteries Act, 1823 (*Bartlett* v. *Parker*, [1912] 2 K. B. 497 ; 81 L. J. K. B. 857).

442. ——. A body corporate cannot be convicted as rogues and vagabonds under sec. 41 of the Lotteries Act, 1823 (*Hawke* v. *Hulton*, [1909] 2 K. B. 93 ; 78 L. J. K. B. 633). *Quære* whether the Attorney-General can take proceedings under sec. 62 to recover the penalty provided by sec. 62 (*ibid.*).

443. Lunacy.—For the provisions of the Mental Deficiency Act, 1913, 3 & 4 Geo. v. c. 28, see ASYLUMS herein.

443. ——. By sec. 1 of the Lunacy Act, 1911, 1 & 2 Geo. v. c. 40, sec. 1, the powers of the Judge in Lunacy under secs. 135 to 143 of the Lunacy Act, 1890, as amended by any subsequent Act, to make vesting or other orders therein mentioned are, except so far as they relate to lunatic mortgagees, not being also trustees, transferred to and, subject to rules of the Supreme Court, are exercisable by, the High Court.

By sec. 3 the number of paid Commissioners is increased by two.

446. ——. Where a banker advances money for the purpose of paying for necessaries for a lunatic, he is entitled to recover the amount from the estate of the lunatic, but is not entitled to recover interest or commission on an overdraft (*In re Beavan ; Davies* v. *Beavan*, [1912] 1 Ch. 196 ; 81 L. J. Ch. 113).

452. ——. All orders of the Masters are subject to appeal, as provided by the rules ; orders of the Judge and Masters are enforceable in accordance with the rules which may confer any of the powers of the High Court therefor (Lunacy Act, 1908, 8 Edw. VII. c. 47, s. 3).

In the event of the illness or unavoidable absence of a Master, the Lord Chancellor may appoint a barrister of not less than ten years' standing as his deputy (s. 4).

459. ——. A person appointed under sec. 116 of the Lunacy Act, 1890, to exercise the powers of a committee of the estate is not personally liable for the price of goods ordered for the purpose of carrying on the business of the lunatic (*Plumpton* v. *Burkinshaw,* [1908] 2 K. B. 572; 77 L. J. K. B. 961).

459. ——. Where application is made for the appointment of a receiver and for directions as to the maintenance of two sisters under sec. 116 of the Lunacy Act, 1890, it is proper to issue separate summonses in the case of each of them; if, however, the evidence is the same in both cases, separate affidavits and separate undertakings of the proposed receiver should not be filed; in such a case only such costs will be allowed as would have been allowed if there had been one set of affidavits and one undertaking (*In re Morris,* [1912] 1 Ch. 730; 81 L. J. Ch. 451).

462. ——. The Lunacy Act, 1908, 8 Edw. vii. c. 47, enacts, by sec. 1, that in the case of any of the persons mentioned in sec. 116 (1) of the Act of 1890, not being a lunatic so found by inquisition, any powers which, if such person were a lunatic so found, could be exercised by the committee of the estate, may be exercised by such person, and in such manner, and with or without security, as the Judge in Lunacy, or, subject to the rules, a Master may direct; any such order may confer on the person mentioned in it a general authority or a limited authority to do some specified act; sec. 116 (3) of the Act of 1890 is applied to every person so appointed; sec. 116 (2) is repealed.

Section 135 (3) of the Act of 1890 is repealed and the following subsections substituted:—" An order under subsecs. (1) and (2) shall have the same effect as if the lunatic had been sane, and, if solely seised, possessed, or entitled as aforesaid, had executed, or, if jointly seised, possessed, or entitled as aforesaid with any other person or persons, he and such other person or persons had executed a deed conveying the land for the estate named in the order, or releasing or disposing of the contingent right" (s. 2).

465. ——. A receiver of a lunatic's estate purchased, under an order of the Master, the reversion of a lease to which the lunatic was entitled beneficially. The order made no mention as to the disposition of the property after the death of the lunatic. It was held that the leasehold had merged in the freehold and that the property passed to the heir (*In re Searle; Ryder* v. *Bond,* [1912] 2 Ch. 365; 81 L. J. Ch. 751).

465. ——. As to distribution of a lunatic's estate on death, see DISTRIBUTION (1671) (STATUTE OF), Vol. IV. p. 564, and herein.

466. ——. Where an order has been made in lunacy authorising the committee of a lunatic so found to distribute surplus income among the children of the lunatic, and at the date of the death of the lunatic there is money in the hands of the committee which has not been distributed, such money becomes part of the capital of the residuary estate of the lunatic. The same applies to sums received by the administrator with the will annexed representing income accruing during the life of the lunatic but not paid until after his death (*In re Bennet; Greenwood* v. *Bennet,* [1913] 2 Ch. 318; 82 L. J. Ch. 506).

467. ——. An order for discovery cannot be made against the next friend of a person of unsound mind under Ord. XXXI. rr. 12 & 29 (*Pink* v. *Sharwood,* [1913] 2 Ch. 286; 82 L. J. Ch. 542). In this case the order was made that the plaintiff (the person of unsound mind) by his next friend " and such next friend " should file an affidavit of documents.

500. Maintenance.—A trade union was held to have no common interest with one of its members in action for libel by the member against his employer (*Greig* v. *National Amalgamated Union of Shop Assistants*, 1906, 22 T. L. R. 274).

500. ——. Unless specially sanctioned by its rules, a trade union cannot pay the costs of one of its officials in an action brought by him in his own name for slander reflecting upon the management of the union. The payment of costs in such an action amounts to maintenance (*Oram* v. *Hutt*, [1914] 1 K. B. 98; 83 L. J. K. B. 161).

501. ——. Upholding a party in litigation in which a person has an interest is not maintenance. A trader may indemnify his customers against actions brought by a rival trader for breach of contract (*British Cash and Parcel Conveyers Co.* v. *Lamson Store Service Co.*, [1908] 1 K. B. 1006; 77 L. J. K. B. 649).

502. ——. In an action for maintenance for maintaining an action for slander by an inspector of the defendants, where it was held that the action was brought for the purposes of the defendants, and that the defendants knew, after action brought, that the inspector was not a fit person, the plaintiff recovered costs, as between solicitor and client, in the action for slander, and also costs, as between solicitor and client, in a bastardy appeal, in which the inspector was respondent (*Scott* v. *National Society for Prevention of Cruelty to Children*, 1909, 25 T. L. R. 789).

502. Maintenance (Divorce).—The Matrimonial Causes Act, 1907, 7 Edw. VII. c. 12, repeals sec. 32 of the Matrimonial Causes Act, 1857, 20 & 21 Vict. c. 85, and sec. 1 of the Matrimonial Causes Act, 1866, 29 & 30 Vict. c. 32, and substitutes new and extended powers as regards the granting of maintenance and alimony. The Act applies only to suits for dissolution or nullity of marriage. In any such case where a decree has been granted, the Court may—(1) order the husband to secure to the wife such gross or annual sum of money, for any term not exceeding her life, as having regard to her fortune (if any), the ability of the husband and the conduct of the parties as it may deem reasonable. For this purpose the matter may be referred to one of the conveyancing counsel of the Court (see Vol. III. p. 586) to settle and approve a proper deed or instrument, and the Court may suspend pronouncing the decree until the deed has been executed; (2) in addition to or instead of such an order the Court may order the husband to pay to the wife during their joint lives a monthly or weekly sum. If the husband becomes unable to make the payments the Court may discharge or modify the order or temporarily suspend it wholly or in part, and may also revive it wholly or in part. An order under (2) may be made before the decree *nisi* has been made absolute, to come into force from the date of the decree absolute (*Cavendish* v. *Cavendish*), [1913] P. 183; 82 L. J. P. 112). In *Sharpe* v. *Sharpe*, [1909] P. 20; 78 L. J. P. 21, Bargrave Deane, J., expressed a doubt whether the power to vary the order applied to both (1) and (2) or only to (2). The order made in that case was that the husband should convey to trustees a capital sum sufficient to produce £100 a year which should be paid to him, and that the husband should pay to the wife for life *dum sola* £100. By this means the capital sum was secured and the right to apply to vary the order was reserved to the husband. (See also *Gullan* v. *Gullan*, [1913] P. 160; 82 L. J. P. 118.) When an order is made under (2) (*supra*) the Court may increase the amount payable if satisfied that the husband's means have increased. The order may be made at any time up to the making of the decree absolute (*K.* v. *K.*, [1910] P. 140; 79 L. J. P. 33).

In *Sharpe* v. *Sharpe* (*supra*), Bargrave Deane, J., called attention to the fact that there was no provision for reducing the amount should the wife's income increase.

The Act also gives the Court in any petition for dissolution or nullity of marriage the same power to make interim orders for payment of money by way of alimony or otherwise as it has in suits for judicial separation.

The Act applies to cases in which the marriage is declared to be void *ab initio* (*Ramsey* v. *Ramsey*, 1913, 108 L. T. 382).

502. ——. Unless an order for a fixed sum has been made, the Court will not interfere by injunction at the instance of the wife to restrain the husband from dealing with his property so as to reduce the amount of the wife's alimony. This principle applies equally to maintenance, permanent alimony, and alimony *pendente lite* (*Burmester* v. *Burmester*, [1913] P. 76; 82 L. J. P. 54).

502. ——. As to the discretion of the Court in a suit for restitution of conjugal rights to order periodical payments to be made by the husband to the wife for a specified period, under sec. 2 of the Matrimonial Causes Act, 1884, see *Clutterbuck* v. *Clutterbuck*, 1913, 108 L. T. 573.

512. Malicious Damage.—In estimating the amount of damage done under sec. 51 of the Malicious Damage Act, 1861, the value of the broken parts of the property damaged cannot be taken into account. The proper test is the cost of replacing the property damaged (*R.* v. *Hewitt*, 1912, 28 T. L. R. 378). Where several persons acting in concert do damage amounting in the aggregate to over £5, each of them may be convicted under sec. 51 of the Malicious Damage Act, 1861, for damaging property to the value of over £5 (*R.* v. *Joachim*, 1912, 28 T. L. R. 380). Where a person broke a window of a public-house one evening, and returned the following day and broke another window, it was held that the acts constituted one continuous transaction, and that he could be indicted under sec. 51 for committing malicious damage to the value of £5 or over. Neither of the windows was of the value of £5, but the two together exceeded that value (*O'Neill* v. *Belfast County Council*, [1912] 2 Ir. R. 310).

520. Malta.—The Letters Patent of June 3, 1903, are amended by Letters Patent of June 18, 1907 (St. R. & O. 1907, p. 1158), and February 10, 1908 (St. R. & O. 1908, p. 1044).

528. Mandamus.—The duty to repair a bridge is not too vague to be enforced by *mandamus* (*R.* v. *Wilts and Berks Canal Co.*, [1912] 3 K. B. 623; 82 L. J. K. B. 3).

539. ——. Petitioners who have opposed a Bill in Parliament and have secured the insertion of a clause imposing a duty which is for the benefit of the public at large, have a sufficient interest in requiring the duty to be performed to support an application for a mandamus to enforce it, although they are not mentioned in the clause (*R.* v. *Manchester Corporation; Ex parte Wiseman*, [1911] 1 K. B. 560; 80 L. J. K. B. 263).

559. Manor.—The decision in *Copestake* v. *Hoper*, [1907] 1 Ch. 366, was reversed in the Court of Appeal, see [1908] 2 Ch. 10; 77 L. J. Ch. 610.

561. Mansion House.—The erection of an engine-house for the supply of electric light to the principal mansion house is not an authorised improvement under sec. 25 (xii.) of the Settled Land Act, 1882. Repairs, for the purpose of convenience, to the system of drainage are not within the section, but a new system to replace a defective one is (*In re Leconfield's Settled Estates*, [1907] 2 Ch. 340; 76 L. J. Ch. 562). Fire-extinguishing appliances are within sec. 25 (xiii.). Walls around a new garden are within (vi.); and garden walls replacing old walls within (xx.). A laundry, 250 yards from the mansion house, is not part thereof and is not within sec. 13 (iv.) of the Settled Land Act, 1890 (*In re Dunraven's Settled Estates*, [1907] 2 Ch. 417; 76 L. J. Ch. 591).

566. ——. Where the mansion house was altered and reconstructed, the original walls being retained and new wings added, it was held that it had been rebuilt within sec. 13 (iv). The annual rental in this section means the total amount payable from the estate. Land which is unlet is to be reckoned as bringing in the amount which it would usually be worth if let. Interest on mortgages, tithes, land tax, drainage, rates and rent charges are not to be deducted, but property tax may be (*In re Windham's Settled Estate*, [1912] 2 Ch. 75; 81 L. J. Ch. 574).

562. ——. Two estates, each with a mansion house, were comprised in one settlement. The Court had sanctioned the letting of one such mansion house which was used as a school, and part of its park had been sold for building. It was held that the house was no longer a principal mansion house (*In re Wythe's Settled Estates*, [1908] 1 Ch. 593; 77 L. J. Ch. 319).

563. Manslaughter.—As to death taking place more than a year and a day after the injury, see *R.* v. *Dyson*, [1908] 2 K. B. 454; 77 L. J. K. B. 813.

564. ——. Only under the most exceptional circumstances will words alone afford sufficient provocation to reduce the killing of a human being from murder to manslaughter. The rule that a sudden confession of adultery by a wife will so reduce the killing of her by her husband, will not be extended to the case of a man and the woman he is engaged to (*R.* v. *Palmer*, [1913] 2 K. B. 29; 82 L. J. K. B. 531). *In R.* v. *Birchall*, 1913, 109 L. T. 478, the killing of a man by the prisoner who was acting on the unfounded suspicion of adultery with the prisoner's wife was held to be murder. So also where a man found a woman with whom he had been living in a house of ill repute, drunk, and killed her, it was held that the crime was not reduced to manslaughter (*R.* v. *Greening*, [1913] 3 K. B. 846).

572. Margarine.—The requirements imposed on owners and occupiers of milk-blended butter factories will be found in the Order of the Local Government Board of December 28, 1907 (St. R. & O. 1907, p. 1).

572. ——. The certificate of analysis of the principal chemist under sec. 1 (3) of the Sale of Food and Drugs Act, 1899, need not be in the form prescribed by sec. 18 of and in the Schedule to the Sale of Food and Drugs Act, 1875 (*Foot* v. *Findlay*, [1909] 1 K. B. 1; 78 L. J. K. B. 48).

572. ——. It is an offence to deliver margarine to a purchaser in a wrapper on which appears a fancy or descriptive word, approved by the Board of Agriculture and Fisheries under sec. 89 of the Butter and Margarine Act, 1907, 7 Edw. vii. c. 21, in conjunction with the word margarine. The result of the Margarine Act, 1887, 50 & 51 Vict. c. 29, s. 6, the Sale of Food and Drugs Act, 1899, 62 & 63 Vict. c. 51, s. 6, and the Butter and Margarine Act, 1907, 7 Edw. vii. c. 21, s. 8, is that only the word "margarine" may appear *on* the wrapper, but that a fancy or descriptive name approved by the Board may be used in conjunction with the word "margarine" *in* any wrapper or as otherwise allowed by sec. 8 of the Act of 1907 (*Williams* v. *Baker*, [1911] 1 K. B. 566; 80 L. J. K. B. 545).

572. ——. Where margarine is sold with a transparent wrapper on which the word margarine alone is printed and other words are printed on another internal wrapper so as to be visible, an offence is committed within sec. 6 of the Food and Drugs Act, 1899, which prohibits the appearance on the wrapper in which margarine is sold of any printed matter other than the word "Margarine." Section 6 of the Sale of Food and Drugs Act, 1899, is not repealed by sec. 8 of the Butter and Margarine Act, 1907. The placing of gummed labels on the ends of a package containing margarine stating the price is an offence, but a trifling one (*Millard* v. *Allwood*, [1912] 1 K. B. 590; 81 L. J. K. B. 514).

572. ——. An inspector of the Board of Agriculture and Fisheries acting under sec. 2 of the Butter and Margarine Act, 1907, 7 Edw. vii. c. 21, is not bound to conform with the requirements of sec. 14 of the Sale of Food and Drugs Act, 1875, as to the division of samples, when he takes samples of articles capable of being used in the manufacture, etc., of butter or margarine (*Monro* v. *Central Creamery Co.*, [1912] 1 K. B. 578; 81 L. J. K. B. 547). Section 19 of the Sale of Food and Drugs Act, 1899, which limits the time within which proceedings, may be instituted, does not apply to such a sale (*ibid.*).

578. Marine Insurance.—By the Marine Insurance (Gambling Policies) Act, 1909, 9 Edw. vii. c. 12, any contract of marine insurance made by a person without *any bona fide* interest, direct or indirect, either in the safe arrival of the ship, or in the safety or preservation of the subject-matter insured, or by a person in the employment of the owner (including charterer) who is not a part owner, which is made "interest or no interest" or "without further proof of interest than the policy itself," or "without benefit of salvage to the insurer" or subject to any like term, is deemed to be a contract by way of gambling on loss by maritime perils. The person effecting such a contract, and any broker or other person through whom, and any insurer with whom such a contract is knowingly effected, are liable on summary conviction to imprisonment, with or without hard labour, for not more than six months, or to a fine not exceeding £100, together with the forfeiture of any money received under the contract. Any person aggrieved may appeal to Quarter Sessions. The consent of the Attorney-General is necessary to proceedings, and a person, not in the employment of the owner, must be given an opportunity for explanation. The offence is deemed to be committed where actually committed or anywhere else where the offender may be.

A contract made by a person not in the employment of the owner is deemed to be a contract by way of gaming on loss by maritime perils unless the contrary is proved, if it is made "interest or no interest" or "without further proof of interest than the policy itself" or "without benefit of salvage to the insurer," or subject to any like term.

591. ——. The decision in *United States Shipping Co.* v. *Empress Assurance Corporation* was affirmed on a question of fact in the Court of Appeal, see [1908] 1 K. B. 115; 77 L. J. K. B. 120.

596. ——. There is no obligation on the part of the insurer of a ship to disclose the past record of the master, even if he has not been at sea for a long period, and has had his certificate suspended. Any over-insurance, however, of the ship, freight, or disbursements must be disclosed (*Thames and Mersey Marine Insurance Co.* v. "*Gunford*" *Ship Co.*, [1911] A. C. 529; 80 L. J. P. C. 146).

596. ——. In an insurance upon freight it is a material fact, which ought to be disclosed, that if the ship does not arrive at her port by a certain date, the freight is liable to be lost (*Scottish Shire Line* v. *London and Provincial Marine and General Insurance Co.*, [1912] 3 K. B. 51; 81 L. J. K. B. 1066).

597. ——. An insurance broker is not bound to disclose the insured's name unless he is asked for it by the underwriter (*Glasgow Assurance Corporation* v. *Symondson*, 1911, 104 L. T. 254).

597. ——. In *Cantiere Meccanino Brindisino* v. *Janson*, [1912] 3 K. B. 452; 81 L. J. K. B. 1043; a policy of insurance was effected on a floating dock, which was to be towed from this country to the Mediterranean. The policy contained a clause, "Seaworthiness admitted." In fact the dock was not seaworthy, but the insured fully believed that she was fit to undertake the voyage. In an action consequent on the loss of the dock, the defence of non-disclosure failed on the ground that the assured knew of no defect in the dock, and had no report or opinion that she was not fit for the voyage, and that it was for the underwriters, if they thought fit, to make inquiries as to the construction or strengthening of the dock.

598. ——. The defence of non-disclosure of material facts is open to an insurer as against an innocent assignee of the policy, to whom the non-disclosure is unknown (*Pickersgill* v. *London and Provincial Marine and General Insurance Co.*, [1912] 3 K. B. 614; 82 L. J. K. B. 130).

598. ——. The plaintiffs insured the hull of a steamship on a time policy at a premium of 6 per cent. The policy gave the ship an option of navigating the Canadian Lakes, and the insured paid an extra 3 per cent. in respect thereof. The defendants reinsured part of the risk at the premium of 6 per cent., but nothing was said about the option. The steamer went to the Canadian Lakes, and while there suffered damage for which the plaintiffs were liable under the policy. They sued the defendants for their proportion under the re-insurance. The defendants resisted the claim on the ground that the option to navigate the Canadian

Lakes had not been disclosed. It was held that although this option was a material fact, which ought to have been disclosed, the defendants were liable in that they had agreed to be bound by the terms of the original policy without notice (*Property Insurance Co.* v. *National Protector Insurance Co.*, 1912, 108 L. T. 104).

601. ——. An insurance broker is not liable for erroneous but honest statements made by him to an underwriter (*Glasgow Assurance Corporation* v. *Symondson*, 1911, 104 L. T. 254).

603. ——. In *Genforsikrings Aktieselskabet* (*Skandinavia Reinsurance Company of Copenhagen*) v. *Da Costa*, [1911] 1 K. B. 137; 80 L. J. K. B. 236, the plaintiffs reinsured with the defendant, an underwriter at Lloyd's, risks with respect to cargo to be carried in certain steamers, by means of an open cover extending over more than twelve months. The plaintiffs became liable in respect of a loss and put forward a policy which the defendant refused to sign, on the grounds that the plaintiffs had not made the proper declarations under the open cover. He then verbally agreed that he would sign the policy and pay, provided a certificate was produced that the proper declarations had been made. The certificate was produced, but the defendant did not pay. In an action for breach of the verbal agreement it was held the plaintiffs could not recover, because if the defendant paid he would be paying money on a loss relative to sea insurance, which was not expressed in a duly stamped policy, and would be liable to a penalty under sec. 97 of the Stamp Act, 1891, 54 & 55 Vict. c. 39, and because the verbal agreement was a contract for sea insurance and therefore invalid under sec. 93 of that Act through not being expressed in a policy. *Hyams* v. *Stuart King*, [1908] 2 K. B. 696; 77 L. J. K. B. 794, was distinguished.

608. ——. As to the meaning of sec. 26 (3) of the Marine Insurance Act, 1906, see *Reliance Marine Insurance Co.* v. *Duder*, [1913] 1 K. B. 265; 81 L. J. K. B. 870, a case of reinsurance.

611. ——. As to the meaning of the words "Warranted free from particular average and loss unless caused by stranding, sinking, burning, or collision of ship or craft" in a policy of marine insurance on frozen meat, see *Otago Farmers' Co-operative Association of New Zealand* v. *Thompson*, [1910] 2 K. B. 145; 79 L. J. K. B. 692).

616. ——. Sec. 502 of the Merchant Shipping Act, 1894, which enacts that the owner of a British sea-going ship shall not be liable to make good any loss or damage happening without his actual fault or privity in the case (*inter alia*) of fire on board the ship, applies whether there has been a breach by the owner of the warranty of seaworthiness or not (*Virginia, Carolina Chemical Co.* v. *Norfolk and North America Steam Shipping Co.*, [1912] 1 K. B. 229; 81 L. J. K. B. 129; [1913], A. C. 52; 82 L. J. K. B. 389; *Ingram* v. *Services Maritimes du Tréport*, [1913] 1 K. B. 538; 82 L. J. K. B. 374; reversed, 58 S. J. 172; 30 T. L. R. 79. See also *Asiatic Petroleum Co.* v. *Lennard's Carrying Co.*, 1913, 109 L. T. 433.

617. ——. An unusual fitting which, unless carefully handled, permits water to enter the hold, will render a ship unseaworthy if those who have to use it are unaware of its peculiar construction (*The Schwan*, [1909] A. C. 450; 78 L. J. P. 112).

623. ——. *For* " Eastern," *read* " Garston."

631. ——. *Andersen* v. *Marten*, [1907] 2 K. B. 248, was affirmed in the House of Lords, see [1908] A. C. 334 ; 77 L. J. K. B. 950.

631. ——. The decision in *Yuill* v. *Scott Robson*, [1907] 1 K. B. 685, was affirmed in the Court of Appeal, see [1908] 1 K. B. 270 ; 77 L. J. K. B. 259.

631. ——. After *The Knight of St. Michael*, add a *reference* to *Kacianoff* v. *China Traders' Insurance Co.*, [1913] 3 K. B. 407 ; 83 L. J. K. B. 58.

634. ——. The Inchmaree Clause does not apply to latent defects in the hull which are not discoverable by reasonable inspection until made obvious by wear and tear (*Hutchins* v. *Royal Exchange Insurance Corporation*, [1911] 2 K. B. 398 ; 80 L. J. K. B. 1169).

639. ——. *Angel* v. *Merchants' Marine Insurance Co.*, [1903] 1 K. B. 811, was overruled in *Macbeth* v. *Maritime Insurance Co.*, [1908] A. C. 144 ; 77 L. J. K. B. 498, where it was held that in estimating whether a ship can be treated as a constructive total loss, the owner is entitled to add the break-up value of the wreck to the estimated cost of repairs. In *Hall* v. *Hyman*, [1912] 2 K. B. 5 ; 81 L. J. K. B. 509, it was held that the law laid down in this case had been altered by sec. 60 of the Marine Insurance Act, 1906. In that case it was held that in determining whether there has been a constructive total loss of a vessel within sec. 60 (2) of the Act, the unrepaired value of the wreck ought not to be taken into account.

640. ——. See the case of *Andersen* v. *Marten*, [1907] 2 K. B. 248, in the Court of Appeal, [1908] 1 K. B. 640, and in House of Lords, [1908] A. C. 334 ; 77 L. J. K. B. 950.

643. —— A policy of insurance on freight " chartered or as if chartered " does not cover the anticipation of freight under contracts which do not actually exist at the material time (*Scottish Shire Line* v. *London and Provincial Marine and General Insurance Co.*, [1912] 3 K. B. 51 ; 81 L. J. K. B. 1066).

662. ——. In *Coker* v. *Bolton*, [1912] 2 K. B. 315 ; 82 L. J. K. B. 91, the owner of a ship insured the hull under a time policy which provided that " in the event of total or constructive loss no claim to be made by the underwriters for freight, whether notice on abandonment has been given or not." The freight was insured under a different time policy, which provided that " in the event of the total loss, whether absolute or constructive, of the steamer the amount underwritten by this policy shall be paid in full, whether the steamer be fully or only partly loaded, or in ballast, chartered or unchartered." The vessel became a total constructive loss, but was subsequently towed into port, and discharged her cargo, for which the owner was paid freight. In an action on the freight policy, it was held that the underwriters were entitled to credit for the amount of freight paid to the owner.

VOLUME IX.

3. Market Gardens.—The Agricultural Rates Act, 1896, is continued in force by the Expiring Laws Continuance Act, 1911.

4. Market Overt.—In *Clayton* v. *Le Roy*, [1911] 2 K. B. 1031; 81 L. J. K. B. 49, Scrutton, J., held that sale by auction in a room on the first floor in the City of London, used solely for the purposes of auctions, was not a sale in market overt. This case was reversed in the Court of Appeal on different grounds, see *sub tit.* DETINUE herein.

7. Markets and Fairs.—As to what amounts to selling in a "warehouse" in contravention of a Statute establishing a market as opposed to selling in his "own shop," see *Haynes* v. *Ford*, [1911] 2 Ch. 237; 80 L. J. Ch. 490.

9. Marriage.—For the provisions of the Naval Marriages Act, 1908, 8 Edw. VII. c. 26, see SOLEMNISATION OF MARRIAGE herein.

10. ——. The Deceased Wife's Sister's Marriage Act, 1907, 7 Edw. VII. c. 47, provides that no marriage contracted before or after the passing of the Act (August 28, 1907) between a man and his deceased wife's sister, within the realm or without, is to be deemed to have been or is to be void or voidable as a civil contract, by reason only of such affinity. But no clergyman in holy orders of the Church of England is liable to any suit penalty or censure, whether civil or ecclesiastical, for anything done or omitted by him in the performance of the duties of his office to which he would not have been liable if the Act had not been passed (see, further, COMMUNION, HOLY, herein). If the minister of any church or chapel of the Church of England refuse to perform the marriage service between any such persons, he may permit any other clergyman who is entitled to officiate within the diocese to perform the service in the church or chapel. In cases where, before the passing of the Act, any such marriage has been annulled or either party thereto has, after the marriage and during the life of the other party, lawfully married another, the marriage is deemed to have become and be void on and after the day upon which it was annulled, or upon which the party married another (s. 1).

Section 2 enacts that no right, title, estate or interest, whether in possession or expectancy, and whether vested or contingent at the time of the passing of the Act, existing in, to, or in respect of any dignity title of honour, or property, and no act or thing lawfully done or omitted before the passing of the Act is to be prejudicially affected, nor is any will to be deemed to have been revoked by reason of any marriage contracted before the passing of the Act having been made valid by the Act. No claim by the Crown for duties leviable on or with reference to death, and no payment, commutation, composition, discharge, or settlement of account in respect of any duties leviable on or with reference to death before the passing of the Act duly made or given are prejudicially affected by the Act. The Act does not affect the devolution or distribution of the real or personal estate of any intestate, not a party to the marriage, who at the passing of the Act is, and until his death continues to be, a lunatic so found.

In *In re Whitfield; Hill* v. *Mathie*, [1911] 1 Ch. 310; 80 L. J. Ch. 263, a testator gave his wife a life interest in his property, terminable on her remarriage. Before the passing of the Act she purported to marry her deceased sister's husband, and this marriage being rendered valid by the Act, the trustees refused to pay her the income. It was held that the above section operated to entitle her to the income. Where a man had purported to marry his deceased wife's sister and had died before the passing of the Act, a child of his second marriage was held entitled to rank as one of the next of kin of a child of the first marriage who had died intestate (*In re Green ; Green* v. *Meinall*, [1911] 2 Ch. 275 ; 80 L. J. Ch. 623).

The Act does not remove wives' sisters from the class of persons adultery with whom entitles a wife to sue for divorce under the Matrimonial Causes Act, 1857, 20 & 21 Vict. c. 85, s. 27, nor does the Act nor the Matrimonial Causes Act, 1857, make it lawful for a man to marry the sister of his divorced wife or a wife by whom he has been divorced during the wife's lifetime (s. 3).

A clergyman of the Church of England is not relieved from any ecclesiastical censure to which he would have been liable had the Act not been passed by reason of his marrying his deceased wife's sister (s. 4).

Sister includes a sister of the half blood (s. 5).

12. ——. As to proof of a Scotch marriage by declaration in the presence of two witnesses, see *Drew* v. *Drew*, [1912] P. 175 ; 81 L. J. P. 85.

12. ——. Where the secretary of a synagogue is also the properly constituted registering officer, he ought to sign the certificate of a Jewish marriage as both secretary and registrar (*Prager* v. *Prager*, 1913, 108 L. T. 734).

16. ——. The validity of a foreign marriage must always be proved by expert evidence, even if the marriage has been proved and admitted to be valid in previous proceedings between the parties (*Bater* v. *Bater*, [1907] P. 333).

17. ——. In *Stathatos* v. *Stathatos*, [1913] C. 46 ; 82 L. J. P. 34, a domiciled Englishwoman married a domiciled Greek in England. The marriage was valid according to the law of England. The husband deserted her, and procured an order from the Greek Court annulling the marriage on the ground that there was no Greek priest present at the ceremony. This ground is not recognised by the English Courts as entitling the petitioner to a decree of nullity. It was held that the wife had reverted to her English domicil, and was entitled to sue in the English Courts for a divorce from her husband on the grounds of desertion and adultery.

18. ——. A marriage between a foreigner and an Englishwoman is not invalidated by any incapacity enforced by his country of domicile which the Courts of this country do not recognise. If both parties were domiciled in a country where the marriage was forbidden, different considerations might apply (*Chetti* v. *Chetti*, [1908] P. 67 ; 78 L. J. P. 23).

19. ——. The Marriages in Japan (Validity) Act, 1912, 2 & 3 Geo. v. c. 15, recites in the preamble that doubts have been entertained with respect to the validity of certain marriages between parties, one or both of whom are British subjects, solemnised in the Empire of Japan after July 16, 1899, on which date the treaty dated July 16, 1894, between this country and the Emperor of Japan came into force.

Section 1 of the Act provides that all such marriages solemnised between July 16, 1899, and Dec. 13, 1912, the date on which the Act came into force, which would have been valid if solemnised immediately before July 16, 1899, shall be and shall be deemed always to have been as valid in law as if they had been solemnised within His Majesty's dominions with the due observance of all forms required by law.

The Act does not render valid any marriage which was declared invalid by any court of competent jurisdiction before Dec. 13, 1912, nor does it affect any right dependent on the validity or invalidity thereof, nor does it render valid any marriage either of the parties to which has subsequently during the life of the other lawfully intermarried with any other person.

20. ——. The Foreign Marriages Orders in Council, 1892, 1895, and 1903, are repealed and replaced by the Foreign Marriages Order in Council, 1913, (St. R. & O. 1913, No. 1270).

26. Marshalling.—*Buckley* v. *Buckley*, 1887, 19 L. R. Ir. 544, was followed in *In re Fry; Fry* v. *Fry*, [1912] 2 Ch. 86; 81 L. J. Ch. 640, in which case a testator devised mortgaged property on trust for sale, and directed certain rent charges to be reserved out of the property for the benefit of his daughters. The property proved insufficient to pay off the mortgage and to provide the rent charges. It was held that the daughters were entitled to have the property sold and to have the rent charges created, and that the deficiency required to pay off the mortgages should come out of the residuary estate.

27. ——. After *In re Bridger*, [1894] 1 Ch. 297, add a reference to *In re Harris; Harris* v. *Harris*, [1912] 2 Ch. 241; 81 L. J. Ch. 512.

29. ——. Line 14, after "*Buckley,*" add "1887, 19."

34. Master and Servant.—The Labour Exchanges Act, 1909, 9 Edw. VII. c. 7, empowers the Board of Trade to establish, take over, and manage labour exchanges. By sec. 2 (2) no person is to suffer any disqualification or to be prejudiced for refusing employment through an exchange on the ground of a trade dispute, or of the wages offered being lower than those current in the district where the employment is found. The penalty for false statements or representations is a fine not exceeding £10 on summary conviction (s. 3).

34. ——. The Trade Boards Act, 1909, 9 Edw. VII. c. 22, provides for the establishment of Trade Boards for the purpose of investigating and reporting on matters referred to them by a Secretary of State, and fixing minimum wages for time and piecework.

Where a minimum rate of wages has been fixed by a Trade Board and has been made obligatory by the Board of Trade, employers must pay at least that minimum wage clear of all deductions under a penalty on summary conviction of fine not exceeding £20 for each offence, and £5 for each day on which the offence is continued after conviction; the Court may also order the employer to make the wages up to the minimum rate, but this power does not affect the employee's right to recover wages by other proceedings. The minimum rate does not apply to infirm or injured workers who hold a permit from the Trade Board exempting them from the provisions as to the minimum wage. The onus lies on the employer to show that he has paid the minimum wage (s. 6).

Where a minimum wage has been fixed but has not been made obligatory by the Board of Trade, the minimum wage, unless the Board of Trade direct to the contrary, operates as follows:—Unless there is a written agreement the employer must pay the minimum wage, and if he does not, the employee may recover the same. If the employer gives notice to the Trade Board that he is willing that the minimum wage should be obligatory on him, he is under the same obligation and penalties as if the rate were obligatory (see s. 6, *supra*). No contract is to be given by a Government department or local authority to an employer who does not give such notice, except in cases of emergency (s. 7).

Contracting out of the Act is forbidden (ss. 6 (5) and 9).

The Act applies to the following trades :—(1) Ready-made and wholesale bespoke tailoring and any other branch of tailoring in which the Board of Trade consider that the system of manufacture is generally similar to that prevailing in the wholesale trade. (2) The making of boxes or parts thereof wholly or partially of paper, cardboard, chip, or similar material. (3) Machine-made lace and net finishing and mending or darning operations of lace curtain finishing. (4) Hammered and dollied or tommied chain-making. The Board of Trade may apply the Act to other trades by Provisional Order.

For regulations made under the Act, see St. R. & O. 1910, Nos. 429, 430, 451, 769, 772, 899, and 900; 1912, No. 1153; 1913, Nos. 1333–1344, 1360.

38. ——. Where a servant of a master engages a child during prohibited hours to assist him without the master's knowledge or consent, the master has not committed an offence under the Employment of Children Act, 1903. A master who is accused of an offence under the Act is not bound to bring the actual offender before the Court (*Robinson* v. *Hill*, [1910] 1 K. B. 94; 79 L. J. K. B. 189).

41. ——. As to contracts of service which must be in writing under sec. 4 of the Statute of Frauds, see FRAUDS, STATUTE OF, herein.

43. ——. A stipulation by an agent that he will not leave his principal's service will not be enforced by injunction (*Kirchner* v. *Gruban*, [1909] 1 Ch. 413; 78 L. J. Ch. 117).

50. ——. The Servants' Character Act, 1792, extends to the giving of an oral character (*R.* v. *Costello*, [1910] 1 K. B. 28; 79 L. J. K. B. 90).

54. ——. A milkman employed a man and a boy to deliver milk from a float. During the round the boy fell out of the float and was rendered unconscious. The plaintiff, who saw the accident, offered to assist the man to take the boy home. This offer was accepted. On the way the plaintiff fell out of the float and was injured. It was held that she had no right to damages from the owner of the float as the man had no authority to invite her to do what she did (*Houghton* v. *Pilkington*, [1912] 3 K. B. 308; 82 L. J. K. B. 79).

54. ——. Where a tramway conductor ran after and injured a boy, being under the impression that he had been in the habit of jumping on to the car, it was held that the conductor was acting outside the scope of his authority and that his employers were not liable. It was admitted in the case that the conductor was not trying to prevent the boy from entering the car, or infringing his employers' by-laws, but was intending to punish the boy for having broken the by-laws with a view to preventing others doing so in the future (*Radley* v. *London County Council*, 1913, 109 L. T. 162).

54. ——. As to the liability of a master for the fraud of his servant, see *sub tit.* FRAUD and PRINCIPAL AND AGENT herein.

55. ——. In *Glasgow Corporation* v. *Lorimer*, [1911] A. C. 209; 80 L. J. P. C. 175, the Corporation was held not to be liable for slanders uttered by a tax-collector who had accused the wife of a tax-payer of altering a receipt, on the ground that he was acting outside the scope of his authority.

55. ——. In *Irwin* v. *Waterloo Taxicab Co.*, [1912] 3 K. B. 588; 81 L. J. K. B. 998, the defendant company were the owners of taxicabs which were used for the purpose of being let out on hire. The drivers were bound to obey the orders of the manager as to the driving of the cabs. The manager, without the authority of the defendants and while acting outside the scope of his authority, ordered one of the drivers to drive him on his own business, the driver not knowing for what purpose the manager desired to be driven. While so driving, the plaintiff was injured by the negligence of the driver. The defendant company were held to be liable on the ground that the driver was acting in the course of his employment, in that he was obeying the order of the manager, as he was bound to do by the terms of his employment.

65. ——. See *Caine* v. *Palace Shipping Co.* in the House of Lords, [1907] A. C. 386; 76 L. J. K. B. 1079.

65. ——. *Sibery* v. *Connelly*, 94 L. T. 108, was affirmed in the Court of Appeal, see 96 L. T. 140; 10 Asp. 330.

66. ——. In *George* v. *Davies*, [1911] 2 K. B. 445; 80 L. J. K. B. 924, a domestic servant gave notice at the end of the first fortnight of the service that she intended to leave at the end of the first month. In an action for a month's wages, she relied on the custom discussed in *Moult* v. *Halliday*, [1898] 1 Q. B. 125; 67 L. J. Q. B. 451. No evidence of the custom was given, but the judge took judicial notice of it. The Divisional Court held that the judge who had tried many such cases was justified in so doing. The Court also held that apart from custom the servant was entitled to wages for the month which she had served.

67. ——. Where a contract of service contained a proviso enabling the employers to terminate the service before the expiration of the agreement "at their absolute discretion," it was held that the servant was entitled to reasonable notice in the absence of misconduct (*African Association* v. *Allen*, [1910] 1 K. B. 397; 79 L. J. K. B. 259).

67. ——. A manager of a business who got himself appointed an agent of an insurance company and took commission from the insurance company on insurances effected on his employers' premises, without their knowledge, was held to have been rightly dismissed without notice (*Swale* v. *Ipswich Tannery*, 1906, 11 Com. Cas. 88).

68. ——. Line 39, after "time," add "but where the wages accrue due at fixed times and the servant is justifiably dismissed without notice between two such times, the servant is not entitled to any wages subsequent to the last periodical payment."

68. ——. In *Nelson* v. *Nelson & Sons Ltd.*, [1913] 2 K. B. 471; 82 L. J. K. B. 827, the articles of association of the defendant company gave the directors power to appoint one of their number to be managing director for such remuneration and for such period as they might think fit, and also gave them power to revoke the appointment. Acting under these powers the directors appointed the plaintiff managing director at a salary for so long as he should remain a director of the company, retain his qualification, and perform his duties efficiently. While the plaintiff was still fulfilling these conditions, the directors revoked the appointment. Scrutton, J., held that the agreement was *intra vires*, although it did not contain any power of revocation by the directors, and that as the directors were only entitled to revoke the appointment for good cause, the plaintiff was entitled to damages.

69. ——. In an action for wrongful dismissal a servant is entitled to damages for loss of employment, including the loss of salary and commission to which he would have been entitled if the agreement had been terminated legally. He is not entitled to damages on the ground of difficulty in obtaining new employment, nor for injured feelings (*Addis* v. *Gramophone Co.*, [1909] A. C. 488; 78 L. J. K. B. 1122).

69. ——. In an action for wrongful dismissal, if the master makes out a *prima facie* case that the servant has accepted a secret commission, the *onus* is shifted on to the servant to prove that the transaction was innocent (*Federal Supply and Cold Storage Co.* v. *Angehrn*, 1910, 80 L. J. P. C. 1).

91. Matches.—The use of white phosphorus in the manufacture of matches is prohibited after January 1, 1910. A factory where white phosphorus is so used is not kept in conformity with the Factory and Workshop Act, 1901 (see Factories, Vol. V. p. 674). Factory inspectors may take samples of materials (White Phosphorus Matches Prohibition Act, 1908, 8 Edw. vii. c. 42, ss. 1, 5). From the same date such matches may not be imported (ss. 3, 5). Such matches may not be sold, offered for sale, or held for the purpose of sale after January 1, 1911. Matches may be forfeited for destruction (s. 2).

The Board of Trade has power to order compulsory licences to use any process for the manufacture of " strike anywhere " matches without white phosphorus which was patented on December 21, 1908.

119. Mayor.—As to election of mayor, see Elections, Vol. V. p. 175, and herein.

126. Medical Jurisprudence.—After *R.* v. *Jenkins*, L. R. 1 C. C. R. 187, add a reference to *R.* v. *Perry*, [1909] 2 K. B. 697; 78 L. J. K. B. 1034.

170. Medical Officer.—Every county council must appoint a medical officer under sec. 17 of the Local Government Act, 1888, whose duties are those prescribed by general order of the Local Government Board and such other duties as may be assigned to him by the county council. The power of county councils to make arrangements with district councils with respect to medical officers is taken away, but without prejudice to existing arrangements. County medical officers have the same powers of entry on premises as district officers. They are only removable with the consent of the Local Government Board, and are not appointed for limited periods, although a council may make temporary arrangements with the consent of the Local Government Board. They may not engage in private practice without the consent of the Board (Housing, Town Planning, etc., Act, 1909, 9 Edw. VII. c. 44, s. 68). The duties of medical officers of health in counties other than the County of London are prescribed by the County Medical Officers (Duties) Order, 1910 (St. R. & O. 1910, No. 801).

170. ——. The Sanitary Officers (Outside London) Order, 1910 (St. R. & O. 1910, No. 1293), deals with the appointment, tenure of office, salary, and duties of medical officers of health, and with the duties of inspectors of nuisances.

174. Medicine ; Medical Practitioner.—Orders in Council, No. 809 of 1906 (St. R. & O. 1906, p. 390) and 916 of 1909, lay down the regulations for the election of members of the General Medical Council.

174. ——. By sec. 3 of the University of Wales Act, 1911, 1 & 2 Geo. V. c. 43, power is given to the University of Wales to hold examinations under the Medical Act, 1886, 49 & 50 Vict. c. 48.

By sec. 4 of the same Act, that university is given power to choose one of the members of the General Council.

175. ——. Part II. of the Medical Act, 1886 (ss. 11–18), is applied to Nova Scotia by Order in Council No. 383 of 1906 (St. R. & O. 1906, p. 389), to the Province of Quebec by Order in Council of February 29, 1908 (St. R. & O. 1908, p, 605), to Hong Kong by Order in Council of March 7, 1913 (St. R. & O. 1913, No. 324), to New Brunswick by Order in Council of October 14, 1913 (St. R. & O. 1913, No. 1116), and to Newfoundland by Order in Council of December 19, 1913 (St. R. & O. 1913, No. 1364).

180. Menaces.—Justices may bind over a person who has used threats calculated to cause a breach of the peace, although there is no formal charge against him (*R.* v. *Wilkins ; Ex parte John*, [1907] 2 K. B. 380 ; 76 L. J. K. B. 722).

185. Merchandise Marks.—A beer bottler who puts beer brewed by brewer " A " into bottles embossed with the name of brewer " B " and affixes labels of brewer "A" commits an offence under the Merchandise Marks Act, 1887, s. 5 (1) and (2) (*Stone* v. *Burn*, [1911] 1 K. B. 927 ; 80 L. J. K. B. 560).

187. ——. Where goods are imported into the United Kingdom, which if sold would be liable to be forfeited under the Merchandise Marks Act, 1887, bearing a name or trade-mark which is or purports to be that of a manufacturer, dealer or trader in the United Kingdom, and the Commissioners of Customs and Excise are satisfied on representations made to them that the use of the name or trade-mark is fraudulent, the proper officer may require the importer or his agent to produce any documents in his possession relating to the goods, and to furnish the names of the consignor and the consignee. If the importer or his agent fails to comply with such requirement within fourteen days, he is liable to forfeit £100 for each offence. The Commissioners may communicate any information obtained by them to a person whose name or trade-mark is alleged to have been used or infringed (Merchandise Marks Act, 1911, 1 & 2 Geo. V. c. 31).

191. Merchant Shipping.—Line 8, after " (s. 716)," add " except "; l. 10, *delete* " not."

194. Merger.—In *In re Attkins ; Life* v. *Attkins*, [1913] 2 Ch. 619, a testator devised land to his widow for life with remainder in fee to his son, with a gift over in the event of the son dying in the lifetime of the widow. The widow conveyed her life estate to the son, and on his death during the life of the widow, it was held that there was a merger both at law and in equity.

197. ——. Where a stranger pays off a mortgage without the request of the mortgagor and without his knowledge, there is a presumption that he intends to keep the mortgage alive for his own benefit, notwithstanding that the stranger intended to take a legal mortgage for a smaller sum than an existing equitable mortgage, and that he only intended to have that legal mortgage on a part of the property (*Butler* v. *Rice*, [1910] 2 Ch. 277 ; 79 L. J. Ch. 652).

197. ——. The case of *Toulmin* v. *Steer*, 1817, 3 Mer. 210, was followed in *Manks* v. *Whitley*, [1912] 1 Ch. 735 ; 81 L. J. Ch. 457, where the subject of merger of charges was considered.

197. Mersey.—An Order in Council of October 11, 1912 (St. R. & O. 1912, No. 1616) approves Rules as to the lights and signals to be carried, and concerning the steps for avoiding collisions to be taken by vessels navigating the River Mersey and the approaches thereto.

205. Metropolitan Police District.—As to Police Weekly Rest Day, see POLICE, BOROUGH, herein.

205. ——. The Police Act, 1909, 9 Edw. VII. c. 40, provides, by sec. 1, for an annual contribution from imperial funds for services rendered by the metropolitan police for imperial and national purposes. The proceeds of any addition to the metropolitan police rate levied under sec. 19 (4) of the Police Act, 1890, is not to be reckoned as part of the sum actually raised for the purpose of sec. 24 (2) (*k*) of the Local Government Act, 1888 (s. 2).

Power is given by sec. 3 to appoint a fourth Assistant Commissioner of Police of the metropolis.

The power of the Secretary of State under the Metropolitan Police Staff (Superannuation) Act, 1875, as regards superannuation allowances, compensations, gratuities, etc., is extended by sec. 4 so as to include a power to make such regulations on the like principles and conditions as are for the time being in force with respect to persons in the permanent civil service, and to vary and revoke any such regulations.

Higher rates of pension are payable to widows of constables who lose their lives from injuries which are not accidental (s. 5).

220. Military Lands.—The Naval Lands (Volunteers) Act, 1908, 8 Edw. VII. c. 25, extends the Military Lands Acts, 1892 to 1903, to Naval Volunteers.

222. Military Manœuvres.—The Military Manœuvres Act, 1911, 1 & 2 Geo. V. c. 44, amends in several important details the Military Manœuvres Act, 1897.

235. Milk.—The justices are not bound to convict in a case where milk is sold which contains less than the standard 3 per cent. of milk fat if it is proved that the deficiency is due to causes other than tampering, *e.g.* by an excessive period elapsing between milking times. In such a case it is a question of fact whether the milk sold is or is not of the nature, substance, and quality demanded (*Wolfenden* v. *M'Culloch*, 1905, 92 L. T. 857).

235. ——. A general warranty as to the purity of milk must be connected by some written evidence with the consignment in respect of which proceedings are taken (*Watts* v. *Stevens*, [1906] 2 K. B. 323; 75 L. J. K. B. 828).

235. ——. Where a wholesale milk dealer supplies a retailer with milk under a continuing guarantee as to its purity, the six months within which proceedings must be taken under sec. 20 (6) of the Sale of Food and Drugs Act, 1899, run from the date of the delivery of the consignment to which exception is taken, and not from the date of the warranty (*Thomas* v. *Houghton*, [1911] 2 K. B. 959; 81 L. J. K. B. 21).

235. ——. A limited company may be fined for giving a false warranty under sec. 20 (6) of the Sale of Food and Drugs Act, 1899, 62 & 63 Vict. c. 51 (*Chuter* v. *Freeth & Pocock Ltd.*, [1911] 2 K. B. 832; 80 L. J. K. B. 1322).

235. ——. "The A Dairy Co. purchase all milk sold by them under a warranty of its purity from the farmers, and agree to put the same on rail thoroughly well cooled over a refrigerator, and guarantee it as such up to the time of delivery at the above address." This is a warranty as to the purity of the milk on which the retailer may rely under sec. 25 of the Sale of Food and Drugs Act, 1875 (*Jackling* v. *Carter*, 1912, 107, L. T. 24).

235. ——. In *Plowright* v. *Burrell*, [1913], 2 K. B. 362; 82 L. J. K. B. 571, the following agreement was held to be a sufficient warranty within sec. 25 of the Sale of Food and Drugs Act, 1857:—"The company hereby warrants each and every consignment of milk delivered under this contract to be pure, genuine new milk with all its cream according to the conditions of the Food and Drugs Act. The company take great precautions to obtain a supply of pure milk with all its cream and to deliver the same in that condition to the buyer. It is therefore agreed that no responsibility is taken by the company after delivery other than under the Food and Drugs Act, and that for all other purposes the buyer must satisfy himself at the time of delivery that the milk is sweet, sound, and pure, and contains all its cream, and if the milk is accepted by the buyer he shall not be entitled to make any claim for compensation, damages, or costs upon the company afterwards in respect of any milk which has been accepted by him under this contract."

235. ——. It was held in the Scotch case of *Lindsay* v. *Dempster*, [1912] S. C. (J) 110, that where a servant of a dairyman who was only authorised to deliver milk to his master's customers, and not to sell milk, sold milk which was not genuine, there had been no sale by the dairyman.

235. ——. Milk was sold which did not contain the proportions of milk fat and solids required by the Milk Regulations, 1901. It was proved that the milk had not been tampered with in any way, and that the deficiencies were due to the method of feeding the cows, which had been adopted with the special object of increasing the amount irrespective of the quality. It was held in Scotland that the seller was not guilty of the offence of selling "sweet milk which was not of the nature, substance, and quality of sweet milk, the article demanded by the purchaser," and that the milk was genuine (*Scott* v. *Jack;* [1913], S. C. (J) 87).

235. ——. As to what amounts to taking a sample "in the course of delivery," see *Helliwel* v. *Haskins*, 1911, 105 L. T. 438.

235. ——. The proprietor of a railway station refreshment room who sells a small quantity of milk each week to customers who ask for it does not carry on the trade of a purveyor of milk within the meaning of sec. 6 of the Dairies, Cowsheds, and Milkshops Order, 1885, and need not be registered under that Order (*Spiers & Pond* v. *Green*, [1912] 3 K. B. 576; 82 L. J. K. B. 26).

235. ——. The Public Health (Milk and Cream) Regulations, 1912, dated August 1, 1912 (St. R. & O. 1912, No 1152), deal with the sale of Milk and Cream. Article 1 contains the following definitions:—

> "Preservative substance" means any substance, preparation, or solution which when added to milk or cream is capable of retarding the onset of sourness or decomposition, or is capable of neutralising acidity (sourness) in milk or cream, and the expression "thickening substance" means sucrate of lime, gelatine, starch paste, or any other substance which, when added to cream, is capable of increasing its thickness:
>
> Provided that neither cane nor beet sugar shall be regarded as a preservative or as a thickening substance;
>
> "Milk" includes separated, skimmed, condensed, and dried milk;
>
> "Cream" means that portion of milk rich in milk fat which has risen to the surface of milk on standing, and has then been removed, or which has been separated from milk by centrifugal force;
>
> "Preserved cream" means cream containing 35 per cent. or more by weight of milk fat, to which has been added—
>
> (i.) boric acid, borax or a mixture of those preservative substances, or
>
> (ii.) hydrogen peroxide;
>
> "Seller" includes any person who exposes or offers for sale, or has in his possession for the purpose of sale;
>
> "Foreign" used in relation to milk, cream, or preserved cream means brought from a place situate elsewhere than in the United Kingdom, the Channel Islands, or the Isle of Man;
>
> "Local Authority" means any local authority authorised to appoint an analyst for the purposes of the Sale of Food and Drugs Acts, 1875 to 1907, and the expression "public analyst" means an analyst so appointed;
>
> "Unsound Food Regulations" means the Public Health (First Series: Unsound Food) Regulations, 1908;
>
> Other expressions have the same meaning, *mutatis mutandis*, as in the Unsound Food Regulations.

By Article 3 no person is to add or order or permit any other person to add any preservative substance to milk intended for sale for human consumption. Further, no person is to sell, or expose or offer for sale, or have in his possession for the purpose of sale, any milk which is intended for sale for human consumption to which a preservative substance has been added. By Article 4 it is forbidden to add, or to order or permit any other person to add (*a*) any thickening substance to cream or preserved cream; (*b*) any preservative substance to cream containing less than 35 per cent. by weight of milk fat; (*c*) to cream containing 35 per cent. or more by weight of milk fat any preservative substance other than :—(i.) boric acid, borax or a mixture of these substances; (ii.) hydrogen peroxide; in any case which the cream is intended for sale for human consumption. No person is to sell, or expose or offer for sale, or have in his possession for the purpose of sale, any cream which contravenes the above provisions. By Article 5 (1) every person who sells preserved cream must in every advertisement, price list, or trade list used in connection with the sale of preserved cream for human consumption, describe the article as preserved cream, and must not use any words which might imply that a preservative substance has not been added. This last provision came into force on Jan. 1, 1913. By Clause (2) no seller of preserved cream may deposit for sale in any place, or despatch or deliver to any purchaser, or to any other person, any receptacle containing preserved cream intended for human consumption unless the receptacle is labelled in the manner prescribed in the Schedule (*infra*), and unless, in the case of preserved cream containing boric acid, borax, or a mixture of those substances, the amount of the substances calculated as boric acid (H_3BO_3) is accurately stated as not exceeding the limit specified on the label in the manner prescribed in the Schedule. In the case of public refreshment rooms, restaurants, shops, and other public premises where preserved cream is delivered for consumption on the premises, the receptacle need not be labelled as specified above if in every room in which customers are served with the refreshments, there is placed in a conspicuous position a notice in large and easily legible type, indicating that the cream supplied for consumption on the premises is preserved, or if a similar statement is conspicuously made on every bill of fare, or if other adequate means are taken to give a similar intimation. By Article 6 the enforcing and execution of Articles 3 to 7 are in the hands of the local authority, who for this purpose are to authorise the making of inquiries and the taking of other necessary steps for securing the observance of the Regulations. Where the local authority institute proceedings against a person for the contravention of the Regulations, they must afford him an opportunity of furnishing an explanation in writing or otherwise as they appoint, and must consider any such explanation and all the circumstances of the case. Article 7 applies sections 13 and 14 of the Sale of Food and Drugs Act, 1875, to the taking of samples under the Regulations.

The importation is forbidden into England or Wales of :—(*a*) any foreign milk to which a preservative substance has been added; (*b*) any foreign cream to which any thickening substance has been added; (*c*) any foreign cream containing less than 35 per cent. by weight of milk fat to which any preservative substance has been added; (*d*) any foreign cream containing 35 per cent. or more by weight of milk fat to which has been added any preservative substance other than :—(1) boric acid, borax, or a mixture of these substances; or (2) hydrogen peroxide; (*e*) any foreign preserved cream which is not contained in a vessel or receptacle duly labelled as prescribed in the Regulations (Article 8). Article 9 defines the powers and duties of Officers of Customs and Excise.

Article 10 provides that differences in relation to any subject matter of, or anything done under, the Regulations may be referred on the application of all the parties affected to the Local Government Board for determination. The Board may at their option determine the difference as arbitrators or otherwise. If the Board determines the difference as arbitrators, the provisions of Regulation of Railways Act, 1868, as amended, apply. If the Board determines the difference not as arbitrators they may do so by Order, and in this case their determination is final and conclusive.

The Regulations with respect to labelling preserved cream contained in the Schedule are as follows :—

REGULATIONS WITH RESPECT TO THE LABELLING OF PRESERVED CREAM.

1. Every receptacle containing preserved cream shall be labelled by the attachment thereto of an adhesive label, in this Schedule referred to as the " declaratory label."

2. Every declaratory label shall be in the form and contain the information indicated in Label I. or Label II. set out in this Schedule, as the case may require. Such information shall be printed in black type, of not less size than that shown in the said Label I. or Label II., upon a white ground in the centre of the declaratory label, and nothing else shall be printed on the declaratory label, except that in every case in which Label I. is used the maximum amount per cent. of boric acid (H_3BO_3) contained in the preserved cream shall be stated in figures on the declaratory label.

LABEL I.

PRESERVED CREAM
CONTAINING
BORIC ACID
NOT EXCEEDING
PER CENT.

LABEL II.

PRESERVED CREAM
(PEROXIDE).

3. The size of the declaratory label shall be determined as follows :—

Capacity of Receptacle.	Size of Label.		
	Inches.		Inches.
Not exceeding 1 pint	¾	by	1¾
Exceeding 1 pint	3	by	5

4. The declaratory label shall be so attached to the receptacle that the whole of the label shall be visible and clearly legible, and the declaratory label shall not be overlapped by any other label or otherwise obscured.

5. The declaratory label shall not be affixed either over the mouth of the receptacle or beneath the receptacle.

6. Where on any receptacle containing preserved cream or on any wrapper or package in which such receptacle is enclosed, there appears any reference by label (other than the declaratory label) or otherwise to preserved cream contained therein, the preserved cream shall in every case be described as " preserved cream," the words " preserved " and " cream " being set out in letters of the same size.

7. No receptacle containing preserved cream shall bear or shall have attached on any label a trade description within the meaning of the Merchandise Marks Act, 1887, which shall be false or in any way likely to mislead a purchaser as to the presence or utility of the preservative substance or as to the declaratory label or as to the Regulations.

Except as to Art. 5 (1) the Regulations came into force on October 1, 1912.

235. ——. By the sale of Milk Regulations 1912, June 29, 1912, made under sec. 4 of the Sale of Food and Drugs Act, 1899, Stat. R. & O. 1912, No. 174, if a sample of skimmed or separated milk contains less than 8·7 per cent. of milk solids other than milk fat, it is presumed, for the purposes of the Sale of Foods and Drugs Acts, 1875 to 1907, until the contrary is proved, that the milk is not genuine, by reason either of the addition thereto of water, or the abstraction therefrom of milk solids other than milk fat. Regulation 3 of the Sale of Milk Regulations, 1901, is revoked.

235. Milk-Blended Butter.—For the provisions of the Butter and Margarine Act, 1907, 7 Edw. VII. c. 21, see article MARGARINE, Vol. VIII. p. 572.

236. Mines and Minerals.—See also COAL MINES herein.

239. ———. China clay is a mineral under sec. 77 of the Railways Clauses Consolidation Act, 1845 (*Great Western Rly.* v. *Carpalla United China Clay Co.* (No. 1), [1910] A. C. 83; 79 L. J. Ch. 117), and so is fireclay (*Caledonian Rly.* v. *Glenboig Union Fireclay Co.*, [1911] A. C. 290), but sandstone (*North British Rly.* v. *Budhill Coal and Sandstone Co.*, [1910] A. C. 116; 79 L. J. P. C. 31), whinstone (*Forth Bridge Rly.* v. *Dunfermline Guildry*, [1910] S. C. 316) are not. In *Symington* v. *Caledonian Railway*, [1912] A. C. 87; 81 L. J. P. C. 155, the House of Lords laid down that whether freestone is or is not a mineral in any particular locality is a question of fact to be ascertained by the Court. The four last cases were decided under sec. 70 of the Railways Clauses Consolidation (Scotland) Act, 1845.

242. ——. After *Hall* v. *Byron*, 4 Ch. D. 667, add a reference to *Malvern Hills Conservators* v. *Whitmore*, 1909, 100 L. T. 841.

244. ——. Where a tenant in common devises an undivided share of land to trustees with power to grant "building or other leases," the trustees may join with the owners of the other shares in a lease of open mines, but cannot grant leases of unopened mines (*In re Baskerville; Baskerville* v. *Baskerville*, [1910] 2 Ch. 329; 79 L. J. Ch. 687).

246. ——. Lessees covenanted to "fairly, duly and honestly win, work, recover, obtain and get" the whole of a mine, vein or seam of coal. Owing to excessive cost they abandoned work. It was held they had committed a breach of the covenant, which was an absolute one, to win and get the coal (*Charlesworth* v. *Watson*, [1906] A. C. 14; 75 L. J. K. B. 137).

249. ——. The decision of the Court of Appeal in *Manchester Corporation* v. *New Moss Colliery* [1906] 2 Ch. 564, was affirmed in the House of Lords, see [1908] A. C. 117; 77 L. J. Ch. 392.

251. ——. *Great Western Railway Co.* v. *Bennett*, 1867, L. R. 2 H. L. 27 was discussed in *Howley Park Coal and Cannel Co.*, v. *London and North-Western Railway* [1913] A. C. 11; 82 L. J. Ch. 76, cited *sub tit.* LANDS CLAUSES ACTS herein.

251. ——. The decision in *Manchester Corporation* v. *New Moss Colliery*, [1906] 1 Ch. 278, was reversed in the Court of Appeal and the House of Lords, see [1908] A. C. 117 ; 77 L. J. Ch. 392.

252. ——. The decision of the Court of Appeal in *Joicey* v. *North-Eastern Rly. Co.*, [1907] 1 K. B. 402, was reversed by the House of Lords, *sub nom. Eden* v. *North-Eastern Rly.*, [1907] A. C. 400, and the judgment of Bigham, J., [1906] 1 K. B. 195, was restored. See also *Rugby Portland Cement Co.* v. *London and North-Western Rly.*, [1908] 2 K. B. 606 ; 77 L. J. K. B. 1096.

252. ——. The decision of the Court of Appeal in *Manchester Corporation* v. *New Moss Colliery*, [1906] 2 Ch. 564, was affirmed in the House of Lords, see [1908] A. C. 117 ; 77 L. J. Ch. 392.

252. ——. A railway company which has given a landowner notice to leave minerals unworked is not entitled to demand a conveyance of the minerals on payment of compensation (*Hamilton's Trs.* v. *Caledonian Rly.*, 1905, 7 F. 847).

253. ——. The decision of the Court of Appeal in *Wednesbury Corporation* v. *Lodge Holes Colliery Co.*, [1907] 1 K. B. 78, was reversed in the House of Lords, where it was laid down that the proper measure of damages is the cost of providing an equally commodious road, see [1908] A. C. 323 ; 77 L. J. K. B. 847.

256. ——. As to the Stannaries jurisdiction, see *Dunbar* v. *Harvey*, [1913] 2 Ch. 530 ; 82 L. J. Ch. 452 ; *In re Radium Ore Mines*, 1913, 30 T. L. R. 66.

260. ——. As to Statutes of Limitation, see *Thompson* v. *Hickman*, [1907] 1 Ch. 550 ; 76 L. J. Ch. 254 ; *Glyn* v. *Howell*, [1909] 1 Ch. 666 ; 78 L. J. Ch. 391.

261. ——. The Coal Mines Act, 1911, 1 & 2 Geo. v. c. 50, repeals and consolidates with amendments the Coal Mines Regulations Act, 1887, 50 & 51 Vict. c. 58, except secs. 1, 3, 12, 13, 14 and 15 ; the Coal Mines Regulation Act, 1896, 59 & 60 Vict. c. 43 ; the Mines (Prohibition of Child Labour Underground) Act, 1900, 63 & 64 Vict. c. 21, so far as it applies to mines to which the Act applies ; the Coal Mines Regulation Act (1887) Amendment Act, 1903, 3 Edw. VII. c. 7 ; the Notice of Accidents Act, 1906, 6 Edw. VII. c. 53, secs. 2, 3 and 5 so far as they relate to mines to which the Act applies ; the Employment of Women Act, 1907, 7 Edw. VII. c. 10, sec. 1 so far as it relates to the Coal Mines Regulation Act, 1887 ; the Mines Accidents Rescue and Aid Act, 1910, 10 Edw. VII. and 1 Geo. v. c. 15, so far as it relates to mines to which the Act applies.

261. ——. The Coal Mines Regulation Act, 1908, 8 Edw. VII. c. 57 (commonly known as the Eight Hours Act), regulates the employment of workmen underground in mines.

262. ——. As to the cost of explosives supplied to workmen, see *Evans* v. *Gwendraeth Anthracite Colliery Co.*, [1913] 3 K. B. 100; 82 L. J. K. B. 983.

262. ——. All Orders in Council on the subject are repealed and replaced by the Explosives in Coal Mines Order of May 21, 1912 (St. R. & O. 1912, No. 571), as amended by the Order of Oct. 15, 1912 (St. R. & O. 1912, No. 1540).

263. ——. The powers of the Secretary of State under the Notice of Accidents Act, 1906, have been exercised by Order No. 934 of 1906 (St. R. & O. 1906, p. 490).

268. Misdemeanour.—A person who has been convicted of a common law misdemeanour cannot be sentenced to imprisonment with hard labour (*R.* v. *Davidson*, [1909] 100 L. T. 623).

273. Mistake.—The Court has jurisdiction to relieve against mistake due to forgetfulness, and, in the case of a deed-poll, may decree either rectification or rescission (*Hood* v. *Mackinnon*, [1909] 1 Ch. 476; 78 L. J. Ch. 300).

277. ——. The decision in *Howatson* v. *Webb*, [1907] 1 Ch. 537, was affirmed in the Court of Appeal, see [1908] 1 Ch. 1; 77 L. J. Ch. 32.

279. ——. In *Clydesdale Bank* v. *Schroder*, [1913] 2 K. B. 1; 82 L. J. K. B. 750, the plaintiffs took possession of a ship on which they had a mortgage. The defendants arrested the ship under an order of a foreign court, the owners of the ship being indebted to them. The plaintiffs paid the debt under protest, reserving the right to open the whole matter in England, and subsequently brought an action to recover the money paid. It was held that the money was paid under compulsion of law, and that the plaintiffs could not recover.

291. Money Bill.—For the provisions of the Parliament Act, 1911, see HOUSE OF LORDS herein.

293. Moneylenders.—As to power of Court of Bankruptcy to open up transactions, see BANKRUPTCY herein.

293. ——. When a registered moneylender opens a branch at a new address, he must, in his application for registration, give both the new and existing addresses. Until he is actually registered in respect of the new address, transactions carried on there are unenforceable (*Staffordshire Financial Co.* v. *Valentine*, [1910] 2 K. B. 233; 79 L. J. K. B. 680).

A name assumed by a moneylender for the first time is not his " usual trade name " within sec. 2 (1) (*a*) of the Act of 1900. A moneylender who carries on one business as an individual and another as a member of a partnership firm under different names, contravenes sec. 2 (1) (*c*) of the Act. The transactions of a moneylender who is registered are not rendered void on the ground that he is wrongly registered. It is only necessary for the purpose of sec. 2 (1) (*c*) that he should be registered and that he should carry on his business in his registered name (*Whiteman* v. *Sadler*, [1910] A. C. 514; 79 L. J. K. B. 1050). If a moneylender in fact carries on business under two names he is guilty of an offence under sec. 2 (2) of the Act of 1900, although he is registered under both names (*Whiteman* v. *Director of Public Prosecutions*,

[1911] 1 K. B. 824; 80 L. J. K. B. 681). A firm of moneylenders was registered under the name of Lewis & Co., the individual members being entered as C. A. B. and J. C. B. C. A. B. was in reality only a nominee of his brother. Securities taken in the names C. A. B. and J. C. B., or either of them, and in the firm's name, were held to be illegal and void. The Act does not protect a *bona fide* assignee for value without notice, except in the cases specified in sec. 1 (1) (2) and (3) (*In re Robinson; Clarkson* v. *Robinson,* [1911] 1 Ch. 230; 80 L. J. Ch. 309).

293. ——. An isolated moneylending transaction by a pawnbroker does not make him a moneylender, and the transaction is not void under the Moneylenders Act, 1900 (*Newman* v. *Oughton,* [1911] 1 K. B. 792; 80 L. J. K. B. 673).

294. ——. If an unregistered moneylender lends money on mortgage, the transaction is totally void, and he cannot recover the amount of the advance. The Court will give effect to the provisions of the Moneylenders Act, 1900, even if it is not pleaded (*In re Robinson's Settlement; Gant* v. *Hobbs,* [1912] 1 Ch. 717; 81 L. J. Ch. 393).

294. ——. An isolated transaction effected by a moneylender elsewhere than at his registered address contravenes sec. 2 (1) (*b*) of the Moneylenders Act, 1900, and the money lent cannot be recovered (*Gadd* v. *Provincial Union Bank,* [1909] 2 K. B. 353; 78 L. J. K. B. 815).

294. ——. If a transaction is carried on at a moneylender's registered address, whether personally or by correspondence, the fact that the money is paid elsewhere or an inventory of goods is made elsewhere will not render the transaction illegal or void (*Jackson* v. *Price,* [1910] 1 K. B. 143; 79 L. J. K. B. 130; *In re Seed; Ex parte King,* [1910] 1 K. B. 661; 79 L. J. K. B. 421; *Kirkwood* v. *Gadd,* [1910] A. C. 422; 79 L. J. K. B. 815), nor will the fact that the money is repaid elsewhere than at the registered address (*Hopkins* v. *Hills,* [1910] 2 K. B. 29; 79 L. J. K. B. 825).

294. ——. Slight variations between the name in which a moneylender carries on his business and his registered name will not invalidate his transactions, *e.g.* when he is registered as "The —— Loan Office" and is described in a promissory note as "The —— Loan Company" (*Peizer* v. *Lefkowitz,* [1912] 2 K. B. 235; 81 L. J. K. B. 718).

294. ——. If a transaction by a moneylender is in fact a moneylending transaction, it is immaterial in what form it is carried out, and must be carried out in the moneylender's registered name in order to be valid under sec. 2 (1) (*c*) (*In re Robinson; Clarkson* v. *Robinson,* 1911, 104 L. T. 712).

294. ——. In an action for money lent the onus of proving that the plaintiff is a moneylender is upon the defendant. In deciding the question the Court must consider not only the nature but the number of the transactions. From the transactions alone is the inference to be drawn (*Fagot* v. *Fine,* 1911, 105 L. T. 583).

294. ——. In *Director of Public Prosecutions* v. *Witkowski,* 1911, 104 L. T. 453, Justices were held to be justified in dismissing a summons against a moneylender whose clerk had sent a circular to a second lieutenant, a minor, against his instructions.

294. ——. No moneylender may be registered under any name including the word "bank," or under any name implying that he carries on banking business, and any such names already registered are to be removed from the register (Moneylenders Act, 1911, 1 & 2 Geo. v. c. 38, s. 2 (1)).

A moneylender who in the course of his business issues or publishes, or causes to be issued or published, any circular, notice, advertisement, letter, account, or statement of any kind containing expressions which might be reasonably held to imply that he carried on banking business, is liable on summary conviction to the same penalties as those imposed for failing to comply with sec. 2 of the Act of 1900 (subs. (2)).

294. ——. Notwithstanding anything in sec. 2 of the Moneylenders Act, 1900, an agreement with a moneylender, or a security taken by him, is, and is deemed always to have been, valid in favour of a *bona fide* assignee or holder for value without notice of any defect due to the operation of that section, and of any person deriving title under him; and any payment or transfer of money or property made *bona fide* by any person, whether in a fiduciary capacity or not, on the faith of the validity of such agreement or security, without notice of any such defect, is, in his favour, and is deemed always to have been, as valid as if the agreement or security had been valid. In either of the above cases the moneylender is liable to indemnify the borrower or any other person who is prejudiced by this provision, and nothing in it is to render valid an agreement or security in favour of an assignee or holder for value who is a moneylender (Moneylenders Act, 1911, 1 & 2 Geo. v. c. 38, s. 1 (1)).

Notice of a defect is not to be presumed by reason only that a search in the register under the Moneylenders Act, 1900, would have disclosed the defect or shown that the agreement or security was effected with a moneylender; and the provisions of sec. 3 of the Conveyancing Act, 1882 (see Vol. X. p. 41), as to constructive notice are applicable (subs. (2)).

The section does not render valid for any purpose any agreement, security, or other transaction which would, apart from sec. 2 of the Moneylenders Act, 1900, have been void or unenforceable, nor any agreement or security which was declared void by a Court of competent jurisdiction before December 16, 1911 (subs. (3)).

296. Money Lent.—*Ex parte Pyke*, 1878, 8 Ch. D. 754, was followed in *In re O'Shea; Ex parte Lancaster*, [1911] 2 K. B. 981; 81 L. J. K. B. 70.

297. ——. As to *South African Territories* v. *Wallington*, [1898] A. C. 309, see now Companies (Consolidation) Act, 1908, 8 Edw. VII. c. 69, sec. 105; *sub tit.* DEBENTURE herein.

315. Month's Notice of Intention to Proceed.—After the expiration of a year from an order under Ord. XIV. giving the plaintiff leave to sign judgment, it is not necessary for him to give a month's notice of his intention to do so (*Deighton* v. *Cockle*, [1912] 1 K. B. 206; 81 L. J. K. B. 497, overruling *Staffordshire Joint Stock Bank* v. *Weaver*, 1884, W. N. 78).

319. Mortgage.—As to the rights of a mortgagee to have insurance moneys laid out in rebuilding, see LANDLORD AND TENANT herein.

321. ——. A person who holds a share certificate and blank transfer as security is in the position of an equitable mortgagee and can sell the shares after reasonable notice (*Stubbs* v. *Slater*, [1910] 1 Ch. 632; 79 L. J. Ch. 420).

322. ——. A stipulation in a mortgage agreement which does not in fact form part of the mortgage transaction does not amount to a clog on the equity of redemption (*De Beers Consolidated Mines* v. *British South Africa Co.*, [1912] A. C. 52; 81 L. J. Ch. 137). In this case it was doubted whether the rule against clogging the equity of redemption applied to debentures secured by floating charge.

322. ——. The rule that a mortgage cannot be made irredeemable is fully established, and therefore in a case where a mortgage of a lease for twenty years provided that the mortgage should not be fully paid off till six weeks before the determination of the lease, it was held that the mortgagor could redeem (*Fairclough* v. *Swan Brewery Co.*, [1912] A. C. 565; 81 L. J. P. C. 207).

322. ——. A proviso in a mortgage of a public-house that the mortgagor should not be entitled to pay off the mortgage for twenty-eight years, there being no corresponding proviso that the mortgagee should not call in his money, is unreasonable and void (*Morgan* v. *Jeffreys*, [1910] 1 Ch. 620; 79 L. J. Ch. 360).

328. ——. A mortgagee of leaseholds who is in possession and who has in his hands rents which are not appropriated to the payment of interest, cannot treat the interest as in arrear within the meaning of a proviso for the capitalisation of arrears of interest (*Wrigley* v. *Gill*, [1906] 1 Ch. 165; 75 L. J. Ch. 210).

329. ——. As to *South African Territories* v. *Wallington*, [1898] A. C. 309, see now Companies (Consolidation) Act, 1908, 8 Edw. VII. c. 69, sec. 105; *sub tit.* DEBENTURE herein.

332. ——. By sec. 4 of the Conveyancing Act, 1911, 1 & 2 Geo. V. c. 37, the power of sale given to a mortgagee by sec. 19 of the Conveyancing Act, 1881, includes the following powers as incident thereto :—

(i.) A power to impose or reserve or make binding as far as the law permits, by covenant, condition or otherwise, on the unsold part of the mortgaged property, or any part thereof, or on the purchaser of any property sold, any restriction or reservation with respect to building on or other uses of land, or with respect to mines and minerals, or for the purpose of the more beneficial working thereof, or with respect to any other thing :

(ii.) A power to sell the mortgaged property, or any part thereof, or any mines or minerals apart from the surface :

(*a*) With or without a grant or reservation of rights of way, rights of water, easements, rights, and privileges for, or connected with, building or other purposes in relation to the property remaining in mortgage, or any part thereof, or to any property sold ;

(*b*) With or without a reservation or exception of all or any of the mines or minerals in or under the mortgaged property, and with or without a grant or reservation of powers of working, wayleaves, or rights of way, rights of water and drainage and other powers, easements, rights and privileges for, or connected with, mining purposes in relation to the property remaining unsold, or any part thereof, or to any property sold ;

(*c*) With or without covenants by the purchaser to expend money on the land sold (subs. (1)).

Subsections (2) and (3) of sec. 19 of the Act of 1881, which allow variations and extensions to be made by the mortgage deed, and limit the operation to cases where a contrary intention does not appear in the deed, apply to the powers enumerated above (subs. (2)). The section only applies to mortgage deeds executed after January 1, 1912 (subs. (3)). An application under sec. 44 of the Trustee Act, 1893, as amended by sec. 3 of the Trustee Act, 1894, is not necessary for the exercise of the powers conferred by the section (subs. (4)).

In the case of a mortgage executed before January 1, 1912, the Court has no power to sanction an exclusive licence of the right to work minerals for a period of years (*Stamford, Spalding, and Boston Banking Co.* v. *Keeble*, [1913] 2 Ch. 96; 82 L. J. Ch. 388). In this case it was argued that such a licence was in effect a series of deferred sales of part of the mortgaged property, and that the Court had power to sanction such an arrangement under sec. 25 (2) of the Conveyancing Act, 1881. The question whether there is jurisdiction under this section to direct a sale of the minerals apart from the land, or *vice versa*, was not decided.

333. ——. Section 5 (1) of the Conveyancing Act, 1911, declares that in the case of a sale made in professed exercise of the power conferred on mortgagees by the Act of 1881 the purchaser is not, and never has been, either before or on conveyance, concerned to see or inquire whether a case has arisen to authorise the sale, or due notice has been given, or the power is otherwise properly and regularly exercised.

By subs. (2) sec. 21 (6) of the Act of 1881 is made to read as follows: "The mortgagee, his executors, administrators, or assigns shall not be answerable for any involuntary loss happening in or about the exercise or execution of the power of sale conferred by this Act, or of any trust connected therewith, or of any power or provision contained in the mortgage deed."

338. ——. For the purpose only of enabling a lease, authorised under sec. 18 of the Conveyancing Act, 1881, as varied herein, or under any agreement made pursuant to sec. 18 of the Act of 1881, or by the mortgage deed (referred to here as an authorised lease) to be granted, a mortgagor of land while in possession has power to accept from time to time a surrender of any lease of the mortgaged land, or any part thereof comprised in the lease, with or without an exception of all or any of the mines and minerals therein, or in respect of the mines and minerals, or any of them, in like manner as if the legal estate were vested in him and as against every incumbrancer, and on a surrender of part only of the land or mines and minerals leased, the rent may be apportioned (Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, s. 3 (1)).

Subsection 2 gives a like power to a mortgagee in possession.

On a surrender of part only of the land or mines and minerals leased, the original lease may be varied, provided the lease when varied would have been valid as an authorised lease if granted by the person accepting the surrender; and, on the surrender and the making of a new or other lease whether for the same or for any extended or other term, and whether subject or not to the same or to any other covenants, provisions or conditions, the value of the lessee's interest in the lease surrendered may be taken into account in the determination of the amount of the rent to be reserved, and of the nature of the covenants, provisions, and conditions to be inserted in the new or other lease (subs. (3)).

Where any consideration (except an agreement to accept an authorised lease) is given by or on behalf of the lessee to or on behalf of the person accepting the surrender, the section does not authorise a surrender to a mortgagor without the consent of the incumbrancers, or a surrender to a second or a subsequent incumbrancer without the consent of any prior incumbrancer (subs. (4)).

A surrender is not rendered valid by the section unless—

(1) An authorised lease is granted of the whole of the land or mines or minerals comprised in the surrender to take effect in possession immediately or within one month after the date of the surrender, and

(2) The term certain or interest granted by the new lease is not less in duration than the unexpired term or interest which would have been subsisting under the original lease if it had not been surrendered, and

(3) Where the whole of the land or mines and minerals originally leased has been surrendered, the rent reserved by the new lease is not less than the rent which would have been payable under the original lease if it had been surrendered; or where part only of the land or mines or minerals has been surrendered, the aggregate rents respectively remaining payable or reserved under the original lease and the new lease are not less than the rent which would have been payable under the original lease if no partial surrender had been accepted (subs. (5)).

A contract to make or accept a surrender under the section may be enforced by or against any person on whom the surrender would be binding if completed (subs. (6)).

The section only applies if and so far as a contrary intention is not expressed by the mortgagor and mortgagee in the mortgage deed, or otherwise in writing, and has effect subject to the terms of the mortgage deed or of any such writing (subs. (7) and Act of 1881, s. 18 (13)).

The section only applies to mortgages made after January 1, 1912, but any of its provisions may be applied by agreement in writing made after that date between the mortgagor and mortgagee to a mortgage made before that date, provided that such agreement does not prejudicially affect any right or interest of any mortgagee not joining in or adopting the agreement (subs. (7) and s. 18 (16) of the Act of 1881).

The provisions of the section referring to a lease, as far as the circumstances admit, apply to any letting or to an agreement, whether in writing or not, for leasing or letting (Act of 1881, s. 18 (17) and subs. (7)).

The section does not prevent the mortgage deed from reserving to or conferring on the mortgagor or mortgagee any further or other powers relating to the surrender of leases; any such further or other powers are exercisable, as far as may be as if they were conferred by the Act, unless a contrary intention is expressed in the deed (subs. (8)).

In this section and in sec. 18 (1) of the Act of 1881, " mortgagor does not include an incumbrancer deriving title under the original mortgagor (subs. (10)).

The section does not enable a mortgagor or mortgagee to accept a surrender which could not have been accepted by the mortgagor with the concurrence of all the incumbrancers if the Act had not been passed (subs. (9)).

The powers of leasing and of accepting surrenders under sec. 18 of the Act of 1881, and the present section, after a receiver of the income of the mortgaged property, or any part thereof, has been appointed by a mortgagee, are exercisable by the mortgagee instead of the mortgagor, as respects land affected by the receivership, as if the mortgagee were in possession of the land (subs. (11)).

338. ——. Where a mortgage deed referred to the power of leasing conferred by the Conveyancing Act, 1881, and conferred a further power by extending the statutory power to 999 years, and also provided for a counterpart being delivered to the mortgagees within one month, the provision in subs. 11 of sec. 18 of the Act that the lessee shall not be concerned to see that the provision for the delivery of the counterpart is complied with, was held to apply to a lease granted under the extended power as well as to a lease granted under the statutory power, there being no contrary intention expressed in the mortgage deed. In such a case the failure to deliver a counterpart does not invalidate the lease, although it causes the statutory power of sale to become immediately exercisable under sec. 20 (iii.) (*Public Trustee* v. *Lawrence*, [1912] 1 Ch. 793; 81 L. J. Ch. 436).

339. ——. The decision in *Copestake* v. *Hoper*, [1907] 1 Ch. 366, was reversed in the Court of Appeal, see [1908] 2 Ch. 10; 77 L. J. Ch. 610.

343. ——. After *Gray* v. *Bonsall*, [1904] 1 K. B. 601, add a reference to *Matthews* v. *Smallwood*, [1910] 1 Ch. 777; 79 L. J. Ch. 322, where relief was refused owing to lack of inquiry.

345. ——. In *In re Moore and Hulm's Contract*, [1912] 2 Ch. 105; 81 L. J. Ch. 503, it was held that where a second mortgage of leasehold premises was granted by subdemise for the same term as that granted under the first mortgage, the second mortgage passed a legal term and that a purchaser was entitled to require a surrender or assignment of the outstanding residue of the term. The term so created by the second mortgage was held not to become a satisfied term under sec. 2 of the Satisfied Terms Act, 1845, on the payment of the money due under the mortgage without formal surrender.

349. ——. Last line, for "mortgagee," read "mortgagor."

354. ——. *Hopkinson* v. *Rolt*, 9 H. L. C. 514, was applied in *Hughes* v. *Britannia Permanent Building Society*, [1906] 2 Ch. 607; 75 L. J. Ch. 739.

356. ——. Where on the transfer of a mortgage, the stamp duty, if payable on the amount of the debt transferred, would exceed ten shillings, a purchaser is not by reason only of the fact that the transfer bears a ten-shilling stamp, whether adjudicated or not, deemed to have notice of any trust, or that the transfer was made for the purpose of appointing a new trustee. This provision applies to transfers made at any time (Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, s. 13).

361. ——. The statement of law in *Hudson* v. *Carmichael*, 1854, Kay 613, 620, is not affected by the case of *Paget* v. *Paget*, [1898] 1 Ch. 474, 475. The inference that the debt is that of the husband and that the wife's property is a surety for it may be rebutted by evidence that the money was in fact paid to the wife so as to become her separate property or that it was applied by him for her benefit (*Hall* v. *Hall*, [1911] 1 Ch. 487; 80 L. J. Ch. 340).

366. ——. Where property, vested in trustees by way of security, becomes, by the operation of the Statutes of limitation, or of an order for foreclosure or otherwise, discharged from the right of redemption, it is held by the trustees on trust for sale, with power to postpone the sale for so long as they think proper (Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, s. 9 (1)).

The net proceeds of the sale, after payment of the costs and expenses, are applied in the same manner as the mortgage debt would have been applicable, and the income of the property until sold in the same manner as the interest would have been applicable, but this provision is not to alter a rule of law as to the apportionment of capital and income between a tenant for life and a remainderman (subs. (2)). Nor does the section affect the right of any person to require that instead of a sale the property is to be conveyed to him or in accordance with his directions (subs. (3)).

Where the mortgage money is capital money for the purposes of the Settled Land Acts, 1882 to 1890, the trustees must, if the tenant for life or the person having the powers of a tenant for life so requires, instead of selling any land forming the whole or part of the mortgaged property, make such conveyance or execute such declaration of trust as is necessary to give effect to sec. 24 of the Settled Land Act, 1882, and as if the land had been purchased as mentioned in that section (subs. (4)).

The above section applies to all property irrespective of the time when the right of redemption is discharged (subs. (5)).

367. ——. *In re Alison*, 1879, 11 Ch. D. 284, was followed in *In re Metropolis and Counties Permanent Investment Building Society*, [1911] 1 Ch. 698; 80 L. J. Ch. 387.

370. ——. *In re Alison*, 1879, 11 Ch. D. 284, was followed in *In re Metropolis and Counties Permanent Investment Building Society*, [1911] 1 Ch. 698; 80 L. J. Ch. 387, where it was held that accounts stated by a building society in accordance with sec. 40 of the Building Societies Act, 1874, 37 & 38 Vict. c. 42, did not amount to an acknowledgment within sec. 7 of the Real Property Limitation Act, 1874, 37 & 38 Vict. c. 57.

375. ——. After *In re Gale; Blake* v. *Gale*, add a reference to *In re Eustace; Lee* v. *McMillan*, [1912] 1 Ch. 561; 81 L. J. Ch. 529.

376. ——. Where a testator devised the residue of his real and personal estate to trustees upon trust for sale and conversion, and out of the proceeds of such sale to pay his debts, it was held that he had created a charge on the whole of the debts on the real estate, and that therefore no part of a claim for debt was barred if brought within twelve years of the testator's death (*In re Raggi; Brass* v. *Young*, [1913] 2 Ch. 75; 82 L. J. Ch. 393).

377. ——. The decision in *In re Hazeldine's Trusts*, [1907] 1 Ch. 686, was reversed in the Court of Appeal, see [1908] 1 Ch. 34; 77 L. J. Ch. 97.

377. ——. Where land is held on trust for sale, an interest in the proceeds of the sale is land within the meaning of the Real Property Limitation Acts, 1833 and 1874. Therefore the period of limitation applicable to a claim by a mortgagee of such an interest is twelve years (*In re Fox; Brooks* v. *Marston*, [1913] 2 Ch. 75; 82 L. J. Ch. 393).

380. ——. As to interest and costs between mortgagor and mortgagee, see, further, REDEMPTION, Vol. XII. p. 489, and herein.

453.—Motion for Judgment.—On a motion to set aside a judgment obtained in default of pleading, the Court has no jurisdiction to impose a condition on the defendant that he will not plead the Gaming Acts (*Pooley* v. *O'Connor*, 1912, 28 T. L. R. 460).

458. Motor Cars.—By the Motor Car (International Circulation) Act, 1909, 9 Edw. VII. c. 37, the King in Council may, for the purpose of giving effect to any convention for facilitating the international circulation of motor cars, make provisions (*a*) for the grant of travelling passes and certificates to residents in the United Kingdom temporarily taking their motor cars abroad, or going abroad to drive motor cars; (*b*) for modifying the provisions of the Motor Car Act, 1903, which relate to the registration of cars and the licensing of drivers in the case of foreigners temporarily visiting this country. The powers under the Act have been exercised by the Motor Car (International Circulation) Order, 1910 (St. R. & O. 1910, No. 421).

458. ——. Regulations of July 31, 1907, regulate the keeping and using of petroleum for the purposes of motor cars.

459. ——. The provision numbered (1) that a motor car if it exceeds 5 cwt. unladen must be capable of travelling forwards or backwards is revoked, and the weight 7 cwt. is substituted for 5 cwt. by the Motor Cars (Use and Construction) Amendment Order, 1911, dated March 6, 1911 (St. R. & O. 1911, No. 207).

459. ——. A motor car weighing less than five tons is in the same position as a light locomotive under sec. 1 of the Act of 1896, and is exempted from the restrictions placed on locomotives on highways (*Evans* v. *Nicholl*, [1909] 1 K. B. 778; 78 L. J. K. B. 428).

460. ——. The provisions marked 3 and 4 as to meeting and passing traffic and drawing up on the side of the road are revoked by The Motor Cars (Use and Construction) Amendment Order, 1909, dated April 19, 1909 (St. R. & O. 1909, No. 394).

460. ——. Another Regulation (No. 7) is added which provides that the driver of a motor car must not use any cut-out, fitting, or other apparatus or device, which prevents the exhaust gases from the engine of the motor car to escape into the atmosphere without first passing through a silencer, expansion chamber, or other contrivance, suitable and sufficient for reducing as far as may be reasonably practicable the noise which would otherwise be caused by the escape of the gases. The Regulation only applies to motor cars propelled by internal combustion engines, and includes motor cycles. (The Motor Cars (Use and Construction) Amendment Order (No II.), 1912, dated November 19, 1912 (St. R. &. O. 1912, No. 1696).)

461. ——. A company, the owners of a car, may be convicted of aiding and abetting the driver, in the offence of not having a back light burning, if they have sent the car out in an improper condition (*Provincial Motor Cab Co.* v. *Dunning*, [1909] 2 K. B. 599; 78 L. J. K. B. 822).

461. ——. Article XIV. of the Heavy Motor Car Order, 1904, as amended by the Heavy Motor Car (Amendment) Order, 1907, is *intra vires* (*Lloyd* v. *Ross*, [1913] 2 K. B. 332; 82 L. J. K. B. 578).

463. ——. The production of a licence to drive a motor car to a constable is *primâ facie* evidence that it has been issued to the person producing it, and that the particulars contained in it refer to him. Secondary evidence as to the contents of the licence may be given although notice to produce it has not been given. Where a defendant does not appear, the identity of his name, address, number of licence, and place of issue with those of a person previously convicted is sufficient evidence of his identity with that person (*Martin* v. *White*, [1910] 1 K. B. 665; 79 L. J. K. B. 553).

464. ——. *Bastable* v. *Little*, [1907] 1 K. B. 59; 23 T. L. R. 38, was distinguished in *Betts* v. *Stevens*, [1910] 1 K. B. 1; 79 L. J. K. B. 17, a case in which there was evidence that the motor cars to which warning was given were travelling at an illegal pace before the warning was given.

464. ——. *Du Cros* v. *Lambourne*, 23 T. L. R. 3, is now reported in [1907] 1 K. B. 40; 76 L. J. K. B. 50.

464. ——. For the Excise duties now in force, see EXCISE herein.

465. ——. Allowing a motor car to stand on the highway so as to cause an obstruction is not an offence, " in connection with the driving of a motor car " within sec. 4 (1) of the Motor Car Act, 1903, and particulars of the conviction for such an offence cannot be indorsed on the driver's licence (*R.* v. *Yorkshire JJ.; Ex parte Shackleton*, [1910] 1 K. B. 439; 79 L. J. K. B. 244); but driving at night without a light is such an offence, and particulars thereof may be indorsed on the licence (*Ex parte Symes*, 1910, 103 L. T. 428; 27 T. L. R. 21); so is the failure to keep the back number plate illuminated as required by Art. 11 of the order of 1903 (*Brown* v. *Crossley*, [1911] 1 K. B. 603; 80 L. J. K. B. 478); the use of identification marks not of the prescribed size (*R.* v. *Gill*, [1909] 100 L. T. 858); the exceeding of the speed limit fixed under the Parks Regulation Act, 1872 (*R.* v. *Plowden*, [1909] 2 K. B. 269; 78 L. J. K. B. 733).

465. ——. When the owner of a motor car is charged under sec. 1 (3) of the Motor Car Act, 1903, for not having given all the information which it was in his power to give which might lead to the identification of the driver of the car, it is not necessary to specify which of the offences under sec. 1 (1) the driver is alleged to have committed (*Ex parte Beecham*, [1913] 3 K. B. 45; 82 L. J. K. B. 905).

465. ——. The non-observance of Art. XI. of the Motor Car (Registration and Licensing) Order, 1903, is an offence under sec. 2 (4) of the Motor Car Act, 1903, and the person accused may rely on the defence that he has taken all steps reasonably practicable to prevent the offence (*Brown* v. *Crossley*, [1911] 1 K. B. 603; 80 L. J. K. B. 478; *Printz* v. *Sewell*, [1912] 2 K. B. 511; 81 L. J. K. B. 905).

465. ——. By Order of December 18, 1913, (St. R. & O. 1913, No. 1306), motor cycles, other than those to which a side-car is attached, are exempted from the provisions of Condition (7) (i), of Art. II. of the Motor Cars (Use and Construction) Order, 1904, which prescribes the carrying of a lamp of a specified description.

465. ——. A gift of " all my carriages, horses, harness, and stable furniture and effects " was held not to pass a motor car in *In re Hall; Watson* v. *Hall*, 1912, 107 L. T. 196. This case was distinguished in

In re Ashburnham ; Gaby v. *Ashburnham*, 1912, 57 S. J. 28, where a gift of all furniture and household effects was held to pass a motor car in an outhouse.

467, 468. Municipal Corporations.—As to election of mayor and aldermen, see ELECTIONS, Vol. V. p. 175, and herein.

468. ——. In *Forrester* v. *Norton*, [1911] 2 K. B. 953 ; 80 L. J. K. B. 1288, A had been a member of a borough council for over twelve years before 1909. In November of that year he was re-elected, although he was interested in a contract with the borough council, which continued until January 1911. In November 1910 he was elected to be alderman and mayor of the borough. It was held that as no objection had been taken to his election as a councillor within twelve months of November 1909, his election was valid under sec. 73 of the Municipal Corporations Act, 1882, and that he was not disqualified from being elected as mayor. It was also held that the interest in the contract did not of itself disqualify him as a councillor, though he was liable to penalties under sec. 41 of the Act, and possibly to be removed by a writ of *quo warranto*.

468. ——. A member of a municipal corporation who is appointed to serve on a committee may lawfully resign from that committee, the rule of common law that a qualified person who is appointed to a public office cannot refuse to serve, not applying to such an appointment (*R.* v. *Sunderland Corporation*, [1911] 2 K. B. 458 ; 80 L. J. K. B. 1337).

474. ——. A municipal corporation may, with the consent of the Local Government Board, sell its corporate freehold lands in consideration of a perpetual yearly chief rent (*Scarborough Corporation* v. *Cooper*, [1910] 1 Ch. 68 ; 79 L. J. Ch. 38).

477. ——. A borough corporation kept its banking account in the name of its treasurer, the local manager of the borough's bank. The borough had exhausted all its borrowing powers, and had an overdraft on which the bank charged interest. The treasurer credited himself, and debited the borough with these payments of interest. In an action by the Attorney-General at the relation of a burgess against the treasurer, it was held (1) that the borough were not necessary parties ; (2) that the overdraft and the payments of interest were illegal ; (3) that although the payments might have been quashed by certiorari, under sec. 141 of the Municipal Corporations Act, 1882, 45 & 46 Vict. c. 60, or by appeal to Quarter Sessions against the rates, the plaintiff was entitled to an injunction ; (4) that the treasurer was more than a mere servant of the borough, and owed a duty to the burgess, and therefore could not rely on the orders of the council ; (5) that the auditing of the defendant's accounts did not bar the action ; (6) that as the council had not voted him any remuneration, the defendant could not retain the interest as remuneration under sec. 20 of the Municipal Corporations Act, 1882 (*Att.-Gen.* v. *De Winton*, [1906] 2 Ch. 106 ; 75 L. J. Ch. 612).

496. Murder.—See DRUNKENNESS herein.

496. ——. If a prisoner who is charged with murder is convicted of an attempt to murder under sec. 9 of the Criminal Procedure Act, 1851, 14 & 15 Vict. c. 100, he may be sentenced to penal servitude by virtue of secs. 11–15 of the Offences against the Person Act, 1861, 24 & 25 Vict. c. 100 (*R.* v. *White*, [1910] 2 K. B. 124 ; 79 L. J. K. B. 854).

In the same case it was held that the completion or attempted completion of one of a series of acts, intended to result in killing, is an attempt to murder, although the completed act would not in itself so result.

503. Name and Arms Clause.—A clause in a *mortis causa* disposition of heritage provided that each of the heirs who should succeed to the lands should be obliged in all time to use the disponer's name and arms, and that "in case any of the said heirs shall succeed to a peerage, then when the person so succeeding, or having right to succeed, to my said lands shall also succeed to a peerage, they shall be bound and obliged to denude themselves of all right" in the lands, and the same should devolve on the next heir. It was held that this clause was not void as against public policy, and that it applied to, and excluded an heir who, prior to the opening of the succession to the lands, had succeeded to a peerage (*Caithness* v. *Sinclair*, [1912] S. C. 79).

504. ——. *Re Miss Drax's Will*, [1906] W. N. 53, is now reported in 75 L. J. Ch. 317, *sub nom. In re Drax; Dunsany* v. *Sawbridge.*

505. ——. After *Partridge* v. *Partridge*, [1894] 1 Ch. 351, add *In re Edwards*, [1910] 1 Ch. 541; 79 L. J. Ch. 281.

505. Natal.—By the South Africa Act, 1909, 9 Edw. VII. c. 9, the colonies of the Cape of Good Hope, Natal, the Transvaal, and the Orange River Colony are united in a legislative union under one Government, under the name of the Union of South Africa, as from May 31, 1910. (See Proclamation of December 2, 1909.)

512. National Debt.—Line 9, *delete* "since."

517. ——. By sec. 17 of the Finance Act, 1911, 1 & 2 Geo. V. c. 48, the Banks of England and Ireland respectively are, with the concurrence of the Treasury, to provide by regulations for a separate stock register to be kept for stock which is for the time being transferable by deed, for the conditions on which stock is to be entered and removed from the register, for the mode in which the transfer by deed is to be carried out, and for the payment of fees on the entry, or removal on or from the register, and the transfer. Any stock so registered may be transferred by deed. The provisions of the National Debt Act, 1870, and any Act amending it, apply to stock which is transferable by deed, except so far as express provision is made to the contrary by the section or regulations made under it. No stamp duty is payable in respect of a deed of transfer of such stock. "Stock" here means any stock for the time being transferable in the books of the Banks of England and Ireland under the National Debt Act, 1870.

Under this section Regulations have been made as regards the Banks of England and Ireland. See St. R. & O., 1912, Nos. 359 and 360.

524. ——. The obligation to issue the old sinking fund to the National Debt Commissioners under sec. 5 of the Sinking Fund Act, 1875, was directed not to apply to the old sinking fund for the year ending March 31, 1912, so far as the amount of the fund exceeded £5,000,000 (Finance Act, 1912, 2 & 3 Geo. V. c. 8, s. 12).

536. Navy.—The penalties imposed by sec. 16 of the Naval Enlistment Act, 1853, 16 & 17 Vict. c. 69, for making a false statement on joining the "Naval Service" do not apply to enlistment in the

Royal Naval Reserve (*Westhorpe* v. *Powley*, [1905] 1 K. B. 286 ; 74 L. J. K. B. 150).

538. ——. It is provided by the naval discipline (Dominion Naval Forces) Act, 1911, 1 & 2 Geo. v. c. 47, that where a self-governing dominion, which term includes the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, and Newfoundland, makes provision for the application to the naval forces raised by the dominion of the Naval Discipline Act, 1866, as amended, that Act shall have effect as if reference to His Majesty's Navy and ships included the forces raised and provided by the dominion, subject to the following provisions :—(*a*) the application of the Act of 1866, to the dominion forces and ships, and the trial by court-martial of officers and men belonging to those forces is to be subject to such modifications and adaptations as may be made by the dominion to adapt the Act to the circumstances of the dominion, including the giving of the powers of the Admiralty or the Secretary to the Admiralty to the Governor-General or such person as may be vested with the authority by the Governor-General in Council ; (*b*) in the application of the Act to forces and ships not raised and provided by the dominion, subject to such modifications and adaptations as may be made by His Majesty in Council for the purpose of regulating the relations of such forces and ships to the forces and ships raised and provided by the dominion. Where forces raised and provided by a dominion are placed at the disposal of the Admiralty, the Act of 1866 applies without any modifications or adaptations. The Act is not to come into force until provision to that effect is made by the dominion.

539. ——. After the punishment numbered 4, the punishment of detention in naval detention quarters or in a detention barrack not exceeding two years is added by the Naval Discipline Act, 1909, 9 Edw. VII. c. 41. A person liable to imprisonment in a naval prison may be confined in naval detention quarters, but not *vice versâ*.

542. ——. The regulations under sec. 81 of the Naval Discipline Act, 1866, are amended by Regulations of January 18 and October 29, 1908 (St. R. & O. 1908, pp. 662, 667).

553. Negligence.—See also ANIMALS and FENCE herein.

560. ——. In *Robinson* v. *Beaconsfield Rural Council*, [1911] 2 Ch. 188 ; 80 L. J. Ch. 647, a local authority were under a duty to cleanse certain cesspools. They employed a contractor to do the work, but did not stipulate as to the disposal of the sewage. The contractor deposited the sewage on the plaintiff's land. It was held that the local authority had not contracted for the discharge of their duty, and were liable for the fact that it had not been properly performed. Buckley, L. J., held further that even if they had contracted for the complete discharge of the duty, they would still have been liable for the acts of the contractor.

561. ——. In *Birmingham Tramways Co.* v. *Law*, [1910] 2 K. B. 965 ; 80 L. J. K. B. 80, the plaintiffs were the lessees of a tramway which the corporation of the city was to repair at the expense of the plaintiffs. The corporation entered into a contract with the defendant, a contractor, for the repair of a part of the tramway, under which the defendant agreed to indemnify the corporation against all damage caused by the execution of the work. Owing to the negligence of the defendant, passengers on one of the plaintiff's tramcars were injured. The plaintiffs paid compensation to these passengers. It was held that, although the plaintiffs were not parties to the agreement between the corporation and the defendant, the defendant had interfered with, and injuriously affected, the plaintiffs' proprietary right in the tramway, and were liable for the damage caused by the accident, and also for the compensation paid to the injured passengers.

564. ——. A special duty is cast on those who instal or send forth articles dangerous in themselves. They are liable for accidents caused by the intervention of outside agencies, but not for those caused by conscious volition (*Dominion National Gas Co.* v. *Collins*, [1909] A. C. 640; 79 L. J. P. C. 13).

564. ——. In *Cooke* v. *Midland Great Western Rly.*, [1909] A. C. 229; 78 L. J. P. C. 76, a railway company owned a piece of land on which there was a turntable. The land was surrounded by a hedge, through which children had made a path. The plaintiff, a child between four and five years old, was injured while playing with the turntable, and the company were held liable in not taking precautions to prevent his access to the turntable. The decision seems to have been founded on the fact that the turntable was attractive and dangerous to children, and there was evidence that the company acquiesced in their playing with it. The decision has been criticised, and was considered in *Schofield* v. *Bolton Corporation*, 1910, 54 S. J. 213; 26 T. L. R. 230.

The principle of the above case does not apply when the plaintiff's case is based on nuisance and not on negligence, see *Barker* v. *Herbert*, [1911] 2 K. B. 633; 80 L. J. K. B. 1329, cited *sub tit.* NUISANCE herein.

566. ——. *Cooke* v. *Midland Great Western Railway* (*supra*) was distinguished in *Jenkins* v. *Great Western Railway*, [1912] 1 K. B. 525; 81 L. J. K. B. 378. In this case the facts were very similar, the jury finding that the plaintiff, a child of two and a half years old, got on to the defendant's line through a fence which was not reasonably fit, under the circumstances, to separate the line from the road. They further found that some of the defendants' servants knew that children were accustomed to get through the fence in order to play on a pile of sleepers, but that they did not know that the children got on to the defendants' line. The Court of Appeal held that the defendants were not liable, on the ground that the accident happened on the line and not on the pile of sleepers.

In *Jackson* v. *London County Council*, 1912, 76 J. P. 217, a contractor left building material in the playground of a school. One of the boys threw a lump of the material at another of the boys and injured him. The Court of Appeal held that there was evidence on which the jury could find negligence against both the contractor and the education authority. *Cooke* v. *Midland Great Western Railway of Ireland*, [1909] A. C. 229; 78 L. J. P. C. 76, was distinguished in *Latham* v. *Johnson*, [1913] 1 K. B. 398; 82 L. J. K. B. 258, in which case a child of 2½ years of age was injured while playing on a heap of stones on a piece of waste land belonging to the defendants. There being no invitation or allurement, and nothing dangerous, and no concealed trap, the defendants were held not to be liable. See also *Johnstone* v. *Lochgelly Magistrates*, [1913] S. C. 1078.

566. ——. A person who trespasses on the property of a railway company, and not having a ticket, gets into a train which he knows is not being used as a passenger train, cannot recover damages for injuries he receives while so travelling, the railway company being under no duty to him (*Grand Trunk Railway Co.* v. *Barnett*, [1911] A. C. 361 ; 80 L. J. P. C. 117).

566. ——. The principle of *Rylands* v. *Fletcher*, 1868, L. R. 3 H. L. 330, applies to the discharge of sewage to the injury of riparian owners, see *Jones* v. *Llanrwst Urban Council* (No. 1), [1911] 1 Ch. 393 ; 80 L. J. Ch. 145, cited *sub tit.* DRAINS AND SEWERS herein.

567. ——. The landlord of a building let out in suites of offices is not liable for damage resulting to a tenant from the malicious act of a third party, which he could not reasonably have foreseen and prevented (*Rickards* v. *Lothian*, [1913] A. C. 263 ; 82 L. J. P. C. 42). In this case the malicious act was the turning on of a water tap by an unknown person, which resulted in the flooding of the tenant's offices underneath.

567. ——. After *Hargroves* v. *Hartopp*, [1905] 1 K. B. 472, add a reference to *Huggett* v. *Miers*, [1908] 2 K. B. 278, cited Vol. XIII. p. 589.

567. ——. A landlord is under no duty to a tenant who has not complied with a notice to quit, and who holds over in such circumstances as to make him a trespasser. In such a case the tenant cannot recover damages caused by the fact that the landlord has not kept the premises in a reasonably safe condition (*Coffee* v. *McEvoy*, [1912] 2 Ir. R. 290).

568. ——. The mere placing on a greasy road a motor omnibus which skids is not negligence, unless some negligence is proved on the driver's part (*Wing* v. *London General Omnibus Co.*, [1909] 2 K. B. 652 ; 78 L. J. K. B. 1063).

568. ——. As to the liability in keeping a savage horse in a field, see *Lowery* v. *Walker*, [1911] A. C. 13 ; 80 L. J. K. B. 138, cited *sub tit.* ANIMALS herein.

570. ——. As to the liability for the non-observance of a statutory duty, see EMPLOYERS' LIABILITY herein.

571. ——. The failure by a highway authority while engaged in making up a roadway to take necessary steps to render the operation of the work safe is a misfeasance and not a nonfeasance (*McClelland* v. *Manchester Corporation*, [1912] 1 K. B. 118 ; 81 L. J. K. B. 98).

572. ——. As to gas company breaking up and local authority reinstating street, see GAS herein.

573. ——. In *White* v. *Steadman*, [1913] 3 K. B. 340 ; 82 L. J. K. B. 846, one of the plaintiffs hired a landau from the defendant with a horse and driver for the purpose of taking a drive. The circumstances were such that the defendant must have contemplated that the hirer's wife would use the carriage. The horse became unmanageable while passing a traction engine, and both husband and wife were injured. In an action brought by both of them, the defendant admitted liability to the husband, who had made the contract for the hire of the landau, but denied liability to the wife. The jury found that the defendant ought to have known of the vicious propensity of the horse, but that the driver had not been negligent. Lush, J., held that the defendant was in the same position as if he had known the propensity of the horse, that this duty was imposed upon him irrespective of the contract, and that he was liable in damages to the wife. It was further held that the defendant was liable to the wife on the ground that he had accepted her as a passenger in the landau, of which he had retained the control, and that he was therefore bound to use reasonable care to carry her safely.

The above case was distinguished in *Bates* v. *Batey*, [1913] 3 K. B. 351; 82 L. J. K. B. 963, in which case the defendants sold a bottle of ginger beer to a shopkeeper who in turn sold it to the plaintiff. The bottle burst while the plaintiff was opening it, and injured him. The jury found that the accident was caused by a defect in the bottle, which could have been discovered had the defendants exercised reasonable care. Horridge, J., held that the defendants were not liable inasmuch as they did not actually know of the defect, and distinguished *White* v. *Steadman*, apparently on the ground that the bottle was not a thing which was dangerous in itself.

573. ——. Section 61 of the Railways Clauses Consolidation Act, 1845, imposes a duty on a railway company to erect and maintain gates, which duty is owed to the general public, and the company is liable to the owner of a horse which strays on to the line owing to the defective state of the gates, provided the owner has not been guilty of contributory negligence (*Parkinson* v. *Garstang and Knott End Railway*, [1910] 1 K. B. 615; 79 L. J. K. B. 380).

575. ——. No action will lie against the governors of a public hospital for negligence of their staff unless it is proved that they have failed to supply a competent staff and proper appliances (*Hillyer* v. *St. Bartholomew's Hospital* (*Governors*), [1909] 2 K. B. 820; 78 L. J. K. B. 958). This case was followed in the Scotch case of *Foote* v. *Greenock Hospital Directors*, [1912] S. C. 69.

577. ——. In the Scotch case of *Plantza* v. *Glasgow Corporation*, [1910] S. C. 786, it was held (*semble*) that a child of five years of age may be guilty of contributory negligence if he does not take that care naturally expected from one of his age, *e.g.* if he runs up against an obvious obstacle.

578. ——. In an action for damages under Lord Campbell's Act, if the facts proved are equally consistent with the plaintiff's allegation of negligence, as with the denial of the defendant, the plaintiff fails, through not having discharged the onus of proof which is required from him (*M'Kenzie* v. *Chilliwack Corporation*, [1912] A. C. 888; 82 L. J. P. C. 22).

586. Negligent Driving.—The mere fact that the owner of a vehicle asks or allows another to drive it is not enough in itself to establish the fact that he has abandoned control of the vehicle, and if he has not so abandoned control, he is liable for damage done by the negligent driving of the other person (*Samson* v. *Aitchison*, [1912] A. C. 844; 82 L. J. P. C. 1).

633. New Building.—Alterations to an old railway carriage so as to adapt it for habitation were held to convert it into a "new building" in *Hanrahan* v. *Leigh-on-Sea Urban Council,* [1909] 2 K. B. 257; 78 L. J. K. B. 725.

643. New South Wales.—The right of appeal to the Privy Council has not been taken away by the Commonwealth Judiciary Act, 1903, see AUSTRALIA herein. Appeals are now regulated by Order in Council of April 2, 1909 (St. R. & O. 1909, No. 1521).

647. Newspaper.—As to *Tenby Corporation* v. *Mason,* 24 T. L. R. 254, see the Local Authorities (Admission of the Press to Meetings) Act, 1908, *sub tit.* LOCAL AUTHORITIES, MEETINGS OF, herein.

648. New Trial.—A communication from the jury, before they have heard the defendant's evidence, that they are in favour of the plaintiff, does not, in itself, entitle the defendant's counsel to refuse to continue the case and to have a new trial (*Campbell* v. *Hackney Furnishing Co.*, 1906, 22 T. L. R. 318).

650. ——. In *Greene* v. *Croome*, [1908] 1 K. B. 277; 77 L. J. K. B. 68, the judge left certain questions to the jury, which were answered in favour of the plaintiff. The jury were discharged, and the question of damages was referred to a special referee. More than a year after the jury were discharged, the judge gave judgment for the plaintiff on the referee's report, and four days later the defendant gave notice of motion for judgment or a new trial. The Court of Appeal refused to hear the motion for a new trial on the ground that the application was out of time, but heard so much of the application as was an appeal from the judgment.

651. ——. Where a jury in a County Court intimate that they have heard enough of the defendant's evidence, thereby leading the defendant's counsel to think that they are in his favour, and so inducing him not to call further evidence, the judge may properly grant a new trial on the ground of misconduct on the part of the jury (*Biggs* v. *Evans*, 1912, 106 L. T. 796).

655. New Zealand.—An appeal lies from the Native Appellate Court to the Privy Council (*In re Wi Matua's Will,* [1908] A. C. 448; 78 L. J. P. C. 17).

655. ——. Appeals to the Privy Council are now regulated by Order in Council of January 10, 1910 (St. R. &. O. 1910, No. 70).

666. Next Friend.—An order for discovery cannot be made against the next friend of a person of unsound mind, under Ord. XXXI. rr. 12 & 29 (*Pink* v. *Sharwood,* [1913] 2 Ch. 286; 82 L. J. Ch. 542). In this case the order was made that the plaintiff (the person of unsound mind), by his next friend, "and such next friend," should file an affidavit of documents.

669. Next-of-Kin.—As to the time at which next-of-kin are to be ascertained, see *In re Winn; Brook* v. *Whitton,* [1910] 1 Ch. 278; 79 L. J. Ch. 165.

669. —— A testatrix made a bequest to "The nearest of kin of my late husband, W. S., and his late wife, S. S., in equal shares and proportions." As far as was known, W. S. and S. S. were not related before their marriage. The gift was held to be a gift to a class consisting of the next of kin of W. S. and S. S., and not of the next of kin of the two of them (*In re Soper ; Naylor* v. *Kettle*, [1912] 2 Ch. 467 ; 81 L. J. Ch. 826).

673. Noise.—If noise results from operations properly carried on by the defendants in pursuance of an agreement with the plaintiffs, the latter has no remedy (*Lyttelton Times Co.* v. *Warners*, [1907] A. C. 476 ; 76 L. J. P. C. 100).

673. ——. The Court refused to restrain building operations from beginning at 6.30 A.M., even though the noise caused loss of business to the adjacent owners (*Clark* v. *Lloyds Bank*, 1910, 79 L. J. Ch. 645).

VOLUME X.

17. Nonsuit.—A County Court judge has no power to nonsuit a plaintiff at the end of the opening of his case, and before he has heard the plaintiff's evidence (*Cross* v. *Rix*, 1912, 11 L. G. R. 151; 29 T. L. R. 85).

17. ——. In *Groves* v. *Cheltenham and East Gloucestershire Building Society*, [1913] 2 K. B. 100 ; 82 L. J. K. B. 664, the defendants applied for a nonsuit at the end of the plaintiff's case, on the ground that there was no evidence for them to meet. The judge refused this application, and the defendants called evidence. Judgment was given for the plaintiff, and the defendants appealed. On the hearing of the appeal, the defendants contended that the Court could only take into consideration the evidence given by the plaintiff, the question being whether the county court judge had been right in refusing the nonsuit. The Divisional Court, however, held that they were entitled to decide the case on the whole of the evidence given on behalf of both parties.

22. North Borneo, Brunei and Sarawak.—The Orders in Council of July 24, 1901, and July 28, 1906, are revoked by Order in Council of September 26, 1908, their object having been attained by treaty with the Sultan of Brunei.

23. ——. As to appeals from Brunei, see Order in Council, September 26, 1908 (St. R. & O. 1908, p. 1047).

24. Northern Nigeria Protectorate.—The Order in Council of December 27, 1899, is further amended by the Northern Nigeria Protectorate Order, 1908 (St. R. & O. 1908, p. 380).

24. ——. An Order in Council of July 4, 1908 (St. R. & O. 1908, p. 652), provides for the taking of seamen's depositions under sec. 7 of the Workmen's Compensation Act, 1906.

The Evidence (Colonial Statutes) Act, 1907, is applied to the Protectorate by Order in Council of October 18, 1909 (St. R. & O. 1909, No. 1230).

24. ——. The Nigeria Coinage Order, 1906, is amended by the Nigeria Coinage Order, 1910 (St. R. & O. 1910, No. 878).

25. ——. The Northern Nigeria Order in Council, 1909 (St. R. & O. 1909, No. 583), regulates appeals to the Privy Council.

The Admiralty Officers (Colonial) Act, 1849, the Evidence Act, 1851, secs. 7 and 11, the Foreign Tribunals Evidence Act as amended by the Extradition Act, 1870, the Evidence by Commission Act, 1859, the British Law Ascertainment Act, 1859, the Foreign Law Ascertainment Act, 1861, and the Evidence by Commission Act, 1885, are applied by the Northern Nigeria (Imperial Statutes Extension) Order, 1910 (St. R. & O. 1910, No. 253).

The Supreme Court is made a Court of Admiralty by Order in Council of October 18, 1909 (St. R. & O. 1909, No. 1235).

30. Notary.—As to power of Court of Faculties to strike a notary public off the roll for misconduct, see FACULTY AND COURT OF FACULTIES, Vol. VI. p. 2.

44. Notice, Equitable Doctrine of.—The owner of leasehold property deposited the title deeds with a bank as security for an advance. He then created a legal mortgage, which was expressed to be subject to the equitable mortgage of the bank. The son of the legal mortgagee acted in the matter as solicitor for his father, and handed to the mortgagor a cheque, part of the proceeds of which he knew was to be applied in paying off the bank. The mortgagor, without the knowledge of the solicitor, obtained the title deeds from the bank, and deposited them with the defendants as security for an advance. It was held that the legal mortgagee was entitled to priority as against the defendants, although he had not given notice to the bank of his legal mortgage. The Court held that he was not bound to give such notice, and, further, that the discharge of the bank's equitable mortgage, enured to the benefit of the legal mortgagee (*Grierson* v. *National Provincial Bank of England*, [1913] 2 Ch. 18; 82 L. J. Ch. 481).

45. ——. Where land having a common title with other land is disposed of to a purchaser (other than a lessee or a mortgagee) who does not obtain possession of the documents forming the common title, the purchaser, notwithstanding any stipulation to the contrary, may require that a memorandum giving notice of any provision contained in the disposition to him restrictive of the user of, or giving rights over, any other land comprised in the common title, shall, if practicable, be indorsed on, or where impracticable, be permanently annexed to some one document selected by him but retained by the person who makes the disposition, and being or forming part of the common title. The omission by a purchaser to require such an indorsement or memorandum is not to prejudice or affect his title by reason only of the Act. The provision does not apply to dispositions of land registered under the Land Transfer Acts, 1875 and 1897 (Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, s. 11).

46. ——. The conditions of sale of land contained a condition that the purchasers were deemed to have notice of all existing tenancies. One of the tenants had obtained permission to plant bush fruit, and was entitled to compensation. It was held that the purchaser had notice of this fact, and that the compensation was payable by the purchaser (*In re Derby and Fergusson's Contract*, [1912] 1 Ch. 479; 81 L. J. Ch. 567).

47. ——. After *Imray* v. *Oakshette*, [1897] 2 Ch. 213, add a reference to *Matthews* v. *Smallwood*, [1910] 1 Ch. 777; 79 L. J. Ch. 322.

56. Notice of Trial.—Order XXXVI., Part III., is now extended to trials at Manchester and Liverpool and such other places as the Lord Chancellor shall from time to time direct.

64. Notice to Produce.—In *Pardy's Mozambique Syndicate* v. *Alexander*, [1903] 1 Ch. 191; 72 L. J. Ch. 104, the plaintiffs were suing four defendants. On the application of one of them who paid the usual deposit under Order XXXI., r. 26, they filed an affidavit of documents. It was held that the other defendants were entitled under r. 15 to inspection of the documents referred to in the affidavit, provided that there was no attempt to obtain discovery without paying the deposit required by r. 26.

67. Notice to Quit.—Where a lease provides that the tenant may terminate the lease on the happening of a contingency, that contingency must arise in order to render the notice valid. A notice given by the tenant in the belief that it has arisen is not valid even if the landlord accept a surrender (*Gray* v. *Owen*, [1910] 1 K. B. 622; 79 L. J. K. B. 389).

67. ——. Where a lease contains a provision that the tenant may terminate it during the term on giving notice and performing the covenants of the lease, the observance of these conditions is a condition precedent to the determination of the lease. It is not sufficient if the covenants are performed after the determination of the lease (*Stait* v. *Fenner*, [1912] 2 Ch. 504; 81 L. J. Ch. 710, following *Grey* v. *Friar*, 1854, 4 H. L. C. 565).

67. ——. A tenancy "for two years certain and thereafter from year to year" cannot be terminated at the end of the second year, but only to the end of the third or any subsequent year (*In re Searle; Brooke* v. *Searle*, [1912] 1 Ch. 610; 81 L. J. Ch. 375).

72. ——. In the case of an ordinary twenty-one year lease containing the ordinary provision that the tenant may terminate the lease at the end of seven, or fourteen years, the notice must be given by or on behalf of the person who has the legal estate in the lease at the time when the notice is given; notice given by the person who has the whole beneficial estate is not sufficient (*Stait* v. *Fenner*, [1912] 2 Ch. 504; 81 L. J. Ch. 710).

79. Nuisance.—In districts where the Act is in force (see ss. 2 (2) and 3), local authorities are given extended powers over nuisances by the Public Health Acts Amendment Act, 1907, 7 Edw. vii. c. 53, Part III. The Sanitary Officers (Outside London) Order, 1910 (St. R. & O. 1910, No. 1293), deals with the duties of inspectors of nuisances.

81. ——. The owner of a fence adjoining a public highway is not liable to a person who is injured owing to the defective state of the fence where the injury does not arise from the use of the highway as such, and the defect has been caused by trespassers and the non-repair of the defect is not due to the negligence of the owner (*Barker* v. *Herbert*, [1911] 2 K. B. 633; 80 L. J. K. B. 1329).

81. ——. See Noise herein.

81. ——. Where a company, acting under statutory authority, laid high pressure water mains in a public street, and one of these mains burst, causing damage to electric light mains belonging to another company, the company was held liable for the resulting damage apart from negligence, on the ground that they had brought a dangerous thing into the road for their private profit (*Charing Cross, West End and City Electric Supply Co.* v. *London Hydraulic Power Co.*, [1913] 3 K. B. 442).

81. ——. The Court granted an injunction in a case where it was proved that the odour from a fried fish shop materially interfered with the comfort of an adjoining occupier and his family (*Adams* v. *Ursell*, [1913] 1 Ch. 269; 82 L. J. Ch. 157).

82. ——. As to effect of locality on nuisance, see, further, NOISE, Vol. IX. p. 673.

84. ——. In *Campbell* v. *Paddington Borough Council*, [1911] 1 K. B. 869; 80 L. J. K. B. 739, it was held that a local authority who erected a stand in a highway so as to be a public nuisance was liable to the owner of a house who was thereby prevented from letting his windows to persons in order to view a public procession.

90. Nullity of Marriage.—ALIMONY; MAINTENANCE; see MAINTENANCE herein.

90. ——. On the question of delay in bringing the suit, see *M.* v. *M.*, 1906, 22 T. L. R. 719.

94. ——. In a suit for nullity on the ground that a marriage, after banns, is null and void on the ground that the parties were not resident in the parish at the time the banns were published, evidence on the point cannot be given, owing to the provisions of sec. 26 of the Marriage Act, 1823, 4 Geo. IV. c. 76 (*Bodman* v. *Bodman*, [1913] 108 L. T. 383).

95. ——. The facts in the case of *G.* v. *G.*, [1912] P. 173; 81 L. J. P. 90, were so exceptional, and the decision so novel, that it is considered advisable to reproduce the judgment of Bargrave Dean, J., *in extenso.*

"This is a very exceptional case. It is a case in which the husband, in July of last year, filed a petition for nullity on the ground of his wife's frigidity, and in October she filed her answer denying it, and alleging that the husband was incapable and had never consummated the marriage, and also asking for a decree of nullity. Both parties have given evidence before me, and I am satisfied that this marriage never has been consummated, and that the lady is a virgin. The inspectors have reported that she has no impediment as far as they can see. They have reported about the husband, who is a medical man of position and experience, that he is a perfectly formed man, and apparently perfectly virile and able to consummate the marriage. The husband says, 'I attempted and my wife refused to let me have intercourse with her.' She admits he has never had intercourse with her, and she says he never made a real attempt.

"The result I have arrived at is that, without being able to say whether I accept one side or the other, the fact is manifest that, so far as these two people are concerned, the marriage has not been consummated, and, in my opinion, it cannot be consummated: whether it is the fault of the man or the woman, I am not prepared to say. I see no reason to hold that either one or the other has been guilty of perjury. Their stories are absolutely inconsistent: but that is immaterial, if I am satisfied that *quoad hanc et quoad hunc*, these people cannot consummate the marriage. If for some reason which is not quite clear, but in fact the Court is satisfied that the marriage cannot be consummated, then the Court is entitled to annul the marriage, and not tie the two people together for the rest of their lives in a state of misery. Therefore I am prepared to pronounce a decree in this case, not on the petition of either of them, but on the petition of both of them, leaving either of them to apply to make the decree absolute, both, if possible. I should like them to do it together, but, if one of them refuses to come to the Court, and declines to apply to make the decree absolute, the other may apply when the due time comes. Then I think I shall have done justice as far as possible. I shall not have imputed to either of them the slur of being impotent. I cannot go behind their stories, of course; nobody was present and nobody can say what took place between them at the time. The stories are absolutely inconsistent, but I do not think that matters if I have arrived at the conclusion at which I have arrived, namely, that for some reason these two people cannot consummate the marriage. Therefore I am prepared to pronounce a decree *nisi* annulling this marriage, and, as I say, will allow both, or, in default of both, either, to apply for a decree absolute."

The decree *nisi* in this case was in the following terms:—"The Judge having taken the oral evidence of the petitioner and the respondent and of the witnesses produced on behalf of the petitioner and respondent in support of the petition and answer filed in this cause, and having heard counsel thereon on behalf of both parties, decreed on the day of , 1912, on the petition of both parties that the marriage in fact solemnised on the at between the petitioner and the respondent, be pronounced and declared to have been and to be absolutely null and void to all intents and purposes in the law whatsoever, by reason of the fact that the said marriage has not been consummated, and that, both the said parties were and are incapable of consummating the said marriage, and the said parties be pronounced to have been and to be free from all bond of marriage with each other unless sufficient cause be shown to the Court why this decree should not be made absolute within six months from this date; And ordered that application to make this decree absolute may be made by both or either of the said parties, and that the petitioner do pay to the respondent her taxed costs."

In *D.* v. *D.*, [1913] P. 198; 82 L. J. P. 121, Sir Samuel Evans (President), held that the wilful and determined refusal of either party to consummate the contract, gives the other party the right to have the marriage declared void. The refusal must not be merely temporary, and must not be due to causes which could be overcome, but must be persistent or likely to be persistent.

95. ——. After *F.* v. *P.*, 1896, 75 L. T. 192, add a reference to *A. B.* v. *C. B.*, 1906, 8 F. 603.

95. ——. *F.* v. *P.*, 1896, 75 L. T. 192, was followed in *W.* v. *W.*, [1912] P. 78; 81 L. J. P. 29, in which case it was held that the persistent refusal of one party to a marriage to allow sexual intercourse, coupled with the refusal to take medical advice or to be medically examined under an order of the Court, entitles the Court to infer that some impediment exists pointing to incapacity.

96. ——. The respondent to a petition for the dissolution of a marriage may set up a claim for a decree of nullity on the ground of impotence in his answer to the petition. In such a case the question of nullity will be decided first (*S.* v. *S.*, [1912] P. 6 ; 81 L. J. P. 16).

96. ——. In *Stathatos* v. *Stathatos*, [1913] C. 46 ; 82 L. J. P. 34, a domiciled Englishwoman married a domiciled Greek in England. The marriage was valid according to the law of England. The husband deserted her, and procured an order from the Greek Court annulling the marriage, on the ground that there was no Greek priest present at the ceremony. This ground is not recognised by the English Courts as entitling the petitioner to a decree of nullity. It was held that the wife had reverted to her English domicile, and was entitled to sue in the English Courts for a divorce from her husband on the grounds of desertion and adultery.

101. Nyasaland Protectorate.—The Eastern African Protectorates (Court of Appeal) Orders, 1902 and 1906, are repealed and replaced by the Eastern African (Court of Appeal) Order, 1909 (St. R. & O. 1909, No. 698), appeals to the Privy Council are regulated by the Eastern African Protectorates (Appeal to Privy Council) Order, 1909 (St. R. & O. 1909, No. 199).

101. ——. An Order in Council of July 4, 1908 (St. R. & O. 1908, p. 652), provides for the taking of seamen's depositions under sec. 7 of the Workmen's Compensation Act, 1906.

101. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909.

102. Oath ; Oaths.—The Oaths Act, 1909, 9 Edw. VII. c. 39, provides as follows :—Any oath may be administered and taken in the form and manner following :—

> The person taking the oath shall hold the New Testament, or, in the case of a Jew, the Old Testament, in his uplifted hand, and shall say or repeat after the officer administering the oath the words, " I swear by Almighty God that . . . ," followed by the words of the oath prescribed by law.

The officer shall (unless the person about to take the oath voluntarily objects thereto, or is physically incapable of so taking the oath) administer the oath in the form and manner aforesaid without question : provided that, in the case of a person who is neither a Christian nor a Jew, the oath shall be administered in any manner lawful before the Act came into force (January 1, 1910).

" Officer " means all persons duly authorised to administer oaths.

104. ——. As to the mode of taking the oath of allegiance and the official oath under the Promissory Oaths Act, 1868, see Orders in Council of August 9, 1872 (St. R. & O. 1906, p. 867), and December 21, 1906 (*ibid.* p. 512).

104. ——. On September 4, 1910, the Judicial Committee of the Privy Council decided that (*a*) Privy Councillors who have taken the Oath of Allegiance and the Judicial Oath ; (*b*) Judges, Justices of the Peace, and other Judicial Officers who have taken the Oath of Allegiance and the Judicial Oath ; and (*c*) Officers of the Crown who have taken the Official Oath, are not required by law to take those oaths again after the demise of the Crown.

107. ——. Sec. 1 (3) of the Commissioners for Oaths Act, 1889, 52 & 53 Vict. c. 10, prohibits a Commissioner not only from exercising his powers in proceedings in Court in which he is acting for a party or is himself interested, but from exercising them in any of the proceedings authorised by the section, if he is so acting or interested (*In re Bagley*, [1911] 1 K. B. 317; 80 L. J. K. B. 168).

110. Oath of Allegiance.—The oath to be taken and subscribed under the Naturalisation Act, 1870, is, by St. R. & O. 1910, No. 454, to be in the following form:—

> "I, A. B., swear by Almighty God that I will be faithful and bear true allegiance to His Majesty, King George the Fifth, his heirs and successors, according to law. So help me God."

(*Signature of alien.*)
Sworn and subscribed this day of .
(*Signature*) ,
Justice of the Peace for .
A Commissioner for Oaths,
(*Address*).

110. ——. By Regulations dated October 9, 1913 (St. R. & O. 1913, No. 1091), the Oath of Allegiance may be administered by and subscribed in the presence of any of the following persons out of His Majesty's Dominions:—in Cyprus or any British Protectorate or Protected State, any officer for the time being authorised by law to administer an oath for any judicial or other legal purpose; elsewhere out of His Majesty's Dominions, any officer in the diplomatic or consular service of His Majesty. The oath may be proved by the production of the original certificate or a copy certified to be true by one of His Majesty's Principal or Under Secretaries of State. The above provisions are substituted by Art. I. of the Regulations of November 30, 1894.

116. Obstructing the Police in the Exercise of their Duty.—Persons who assemble outside the house of a Cabinet Minister, and refuse to go away after he has refused to see them and after being requested to do so by the police, may be convicted of obstructing the police in the exercise of their duty (*Despard* v. *Wilcox*, 1910, 102 L. T. 103). The same offence is committed by persons who remain outside the Houses of Parliament with the intention of presenting a petition to the Prime Minister (*Pankhurst* v. *Jarvis*, 1909, 101 L. T. 946). In the latter case the Court did not throw any doubt on the right to present a petition to a Member of Parliament.

130. Offensive Trade.—It is not an offence under sec. 112 of the Public Health Act, 1875, as amended by sec. 51 of the Public Health Acts (Amendment) Act, 1907, to start an offensive trade without the consent in writing of the local authority, if it is not one of the trades specified in sec. 112 of the Act of 1875, or was not, at the time at which it was established, declared to be so by a duly confirmed order of the urban authority (*Butchers' Hide, Skin, and Wool Co.* v. *Seacombe*, [1913] 2 K. B. 401; 82 L. J. K. B. 726).

148. Official Secrets.—The Official Secrets Act, 1911, 1 & 2 Geo. v. c. 28, repeals and re-enacts with amendments the Official Secrets Act, 1889.

Section 3 defines a "prohibited place" as (1) any work of defence, arsenal, factory, dockyard, camp, ship, telegraph or signal station, or office belonging to His Majesty, or any other place belonging to His Majesty used for the purpose of building, repairing, making or storing any ship, arms, or other materials or instruments of use in time of war, or any plans or documents relating thereto; (2) any place not belonging to His Majesty where any ship, arms, or other materials or instruments of use in time of war, or any plans or documents relating thereto, are being made, repaired or stored under contract with, or with any person on behalf of, His Majesty, or otherwise on behalf of His Majesty; (3) any place belonging to His Majesty declared by a Secretary of State to be a prohibited place, on the ground that information with respect thereto, or damage thereto, would be useful to an enemy; (4) any railway, road, way, or channel, or other means of communication by land or water, or any place used for gas, water, or electricity works or other works for purposes of a public character, or any place where any ship, arms, or other materials or instruments of use in time of war, or any plans or documents relating thereto are being made, repaired or stored otherwise than on behalf of His Majesty, which is for the time being declared to be a prohibited place on the ground that information with respect thereto, or the destruction or obstruction thereof, or any interference therewith, would be useful to an enemy.

By sec. 1 it is a felony, punishable with penal servitude for not less than three and not more than seven years, for any person (1) to approach or be in the neighbourhood of any prohibited place; (2) to make any sketch, plan, model, or note which is calculated to be, or might be, or is intended to be directly or indirectly useful to an enemy; (3) to obtain or communicate to any other person any sketch, plan, model, article, or note, or other document or information which is calculated to be, or might be, or is intended to be directly or indirectly useful to an enemy, for any purpose prejudicial to the safety or interests of the State. In the case of a prosecution under the Act it is not necessary to show that the accused was guilty of any particular act tending to show a purpose prejudicial to the interests or safety of the State, and notwithstanding that no such act is proved, he may be convicted, if from the circumstances of the case, or his conduct, or his character as proved, it appears that his purpose was so prejudicial; and if any sketch, plan, model, article, note, document, or information relating to, or used in, any prohibited place, or anything in such a place, is made, obtained or communicated by any other person other than a person acting under lawful authority, it is deemed to have been made, obtained, or communicated for a purpose prejudicial to the safety and interests of the State, unless the contrary is proved (s. 1 (2)).

It is a misdemeanour punishable with imprisonment, with or without hard labour, or with a fine, or both, for any person who has in his possession or control any sketch, plan, model, article, note, or document, or information which relates to, or is used in, a prohibited place, or anything in such a place, or which has been made or obtained in contravention of the Act, or which has been entrusted in confidence to him by a person in an official position, or which he has obtained owing to his official position, or owing to his holding or having held a contract made on behalf of His Majesty, or owing to his having been employed by such a person, to communicate such sketch, etc., to any person other than a person to whom he is authorised to communicate it, or a person to whom it is his duty in the interest of the State to communicate it, or to retain such sketch, etc., when he has no right to retain it, or when it is contrary to his duty to retain it (s. 2).

Attempts to commit and the incitement to commit an offence under the Act are punishable in the same manner as the offence itself (s. 4).

Persons charged with a felony under the Act may, if the circumstances warrant such a finding, be found guilty of a misdemeanour (s. 5).

Any person found committing, or who is reasonably suspected of having committed, or having attempted to commit, or being about to commit an offence under the Act, whether a felony or a misdemeanour, may be arrested and detained in the same manner as a person found committing a felony (s. 6).

It is a misdemeanour punishable with imprisonment, with or without hard labour, or a fine, or both, for a person knowingly to harbour any person whom he knows, or has reasonable grounds for supposing, to be about to commit or to have committed an offence under the Act, or knowingly to permit any such persons to meet or assemble in any premises in his occupation or under his control, or having harboured any such persons, or permitted them to meet, wilfully to refuse to give any information in his power to a superintendent of police (s. 7).

A prosecution under the Act can only be instituted by or with the consent of the Attorney-General, but a person charged with an offence under the Act may be arrested, or a warrant for his arrest may be issued and executed, and he may be remanded in custody or on bail, but no further proceedings may be taken without such consent (s. 8).

A justice of the peace, if satisfied by evidence on oath that there is reasonable ground for supposing that an offence under the Act has been or is about to be committed, may grant a search warrant to the constable named therein to enter at any time any premises or place named in the warrant, if necessary by force, and to search the premises and every person found therein, and to seize any sketch, plan, model, article, note or document, or anything of a like nature, or anything which is evidence of an offence having been or being about to be committed, with regard to or in connection with which he has reasonable ground for suspecting that an offence has been or is about to be committed. Where a superintendent of police considers that the case is one of great emergency, and that in the interest of the State immediate action is necessary, he may give written authority to a constable to do these acts (s. 9).

The Act applies to all acts done in any part of His Majesty's dominions or when committed by British officers or subjects elsewhere (s. 10 (1)).

An offence alleged to have been committed out of the United Kingdom may be inquired of, heard and determined in any competent British Court in the place where the offence was committed, or in the High Court in England, or in the Central Criminal Court, and the Criminal Jurisdiction Act, 1802, applies as if the Central Criminal Court as well as the High Court possessed the jurisdiction given by that Act to the Court of King's Bench (s. 10 (2)).

Offences under the Act are not triable by general or quarter sessions, nor by the Sheriff Court in Scotland, nor by any Court out of the United Kingdom which has not jurisdiction to try crimes which involve the greatest punishment allowed by law (s. 10 (3)).

The Criminal Law and Procedure (Ireland) Act, 1887, does not apply to trials under the Act (s. 10 (4)).

The operation of the Act may be suspended by Order in Council as regards any British possession in which the legislature has made similar statutory provision. Any such suspension of the Act, however, does not extend to the holder of an office under His Majesty who is o.t appointed to that office by the Government of that possession (s 11).

Section 12 contains the definitions—

A "place belonging to His Majesty" includes a place belonging to any department of the Government of the United Kingdom or of any British possession, whether it is actually vested in His Majesty or not.

"Attorney-General" means the Attorney or Solicitor-General for England; the Lord-Advocate in Scotland; the Attorney or Solicitor-General for Ireland; or if the prosecution is instituted outside the United Kingdom, the person who in that Court is Attorney-General, or exercises the like functions as the Attorney-General in England.

Expressions referring to communicating or receiving include communicating or receiving, whether in whole or in part, and whether the sketch, plan, model, article, note, document or information itself or the substance, effect or description thereof only is communicated or received; expressions referring to obtaining or retaining any sketch, etc., include copying or causing to be copied the whole or any part of it; expressions referring to the communication of any sketch, etc., include the transfer or transmission thereof.

"Document" includes part of a document.

"Model" includes design, pattern or specimen.

"Sketch" includes photograph or any other mode of representing a place or thing.

"Superintendent of police" includes any police officer of like or superior rank.

"Office under His Majesty" includes any office or employment in or under any department of the Government of the United Kingdom, or of a British possession.

"Offence under the Act" includes any act, omission or other thing which is punishable under the Act.

152. Old Age Pensions.—Old age pensions were introduced and are regulated by the Old Age Pensions Act, 1908, 8 Edw. vii. c. 40.

Right to Pension.—Every person not otherwise disqualified (see *infra*) over the age of seventy years is entitled to a pension provided he satisfies the pension authorities of the following facts:—

1. That for at least twenty years he has been a British subject. This condition does not apply to a woman who satisfies the pension authorities that she would, but for her marriage with an alien, have fulfilled the condition, and that at the date of the receipt of any sum on account of a pension, the alien is dead, or the marriage has been dissolved or annulled, or she has for a period of not less than two years been legally separated from, or deserted by, the alien.

2. That for at least twelve years in the aggregate out of the twenty years up to the date of the receipt of any sum on account of a pension he has had his residence in the United Kingdom. For the purpose of computing the period of twelve years the following

are counted as periods of residence in the United Kingdom:—(1) periods spent abroad in any service under the Crown, the remuneration for which is paid out of moneys provided by Parliament, or as the wife or servant of a person in such service and so remunerated; (2) periods spent in the Channel Islands or the Isle of Man by a person born in the United Kingdom; (3) periods spent abroad by a person during which he has maintained or assisted in maintaining any dependant in the United Kingdom; (4) periods spent in service on board a vessel registered in the United Kingdom by a person who before his absence on that service was living in the United Kingdom; (5) periods of temporary absence not exceeding three months at any one time.

3. That his yearly means do not exceed £31, 10s. (Act of 1908, sec. 2, as amended by Act of 1911, sec. 3).

The attainment of seventy years of age is a condition precedent to the right to a pension, and therefore a local committee may disallow a pension they have allowed after the time for appealing has passed on receiving information that the applicant is under seventy years of age (*R.* v. *Wexford Local Pension Committee,* [1910] 2 Ir. R. 403).

For the purposes of the Act a person is deemed to have attained the age of sixty or seventy, as the case may be, on the commencement of the day previous to the sixtieth or seventieth anniversary of his birth (Old Age Pensions Act, 1911, 1 Geo. v. c. 16, s. 1).

Rate of Pension.—Where the yearly means—

	s.	*d.*
Do not exceed £21	5	0
Exceed £21, 0s. 0d. but do not exceed £23, 12s. 6d. .	4	0
„ £23, 12s. 6d. „ „ £26, 5s. 0d. .	3	0
„ £26, 5s. 0d. „ „ £28, 17s. 6d. .	2	0
„ £28, 17s. 6d. „ „ £31, 10s. 0d. .	1	0
„ £31, 10s. 0d.	No pension.	

(Schedule to Act.)

Calculation of Means.—In calculating a person's means account is taken of (1) the yearly value of any property belonging to him (not being property personally used or enjoyed by him) which is invested or is otherwise put to profitable use by him or which, though capable of investment or profitable use, is not so invested or put to profitable use, the yearly value of such property being taken at one-twentieth of the capital value; (2) the income which he may reasonably expect to receive during the succeeding year in cash, excluding any sums receivable on account of an old age pension, and excluding any sums arising from the investment or profitable use of property (not being property personally used or enjoyed by him); in the absence of other means of ascertaining such income, it is taken as being the income actually received during the preceding year; (3) the yearly value of any advantage accruing to him from the use or enjoyment of any property belonging to him which is personally used or enjoyed by him, except furniture and personal effects in a case where the total value of the furniture and effects does not exceed £50; (4) the yearly value of any benefit or privilege enjoyed by him.

Where under heading (1) the yearly value of any property is taken at one-twentieth of its capital value, no account is to be taken under any other of the provisions of any appropriation of that property for the purposes of current expenditure.

In calculating the means of one of a married couple living together in the same house, those means are taken to be one-half of their total means.

The above methods of calculating means are provided by sec. 2 of the Old Age Pensions Act, 1911, 1 Geo. v. c. 16.

Where a person directly or indirectly deprives himself of any income in order to qualify for an old age pension or an old age pension at a higher rate, such income or the annual value of such property is taken as part of his means (Act of 1908, s. 4 (3)).

Disqualifications.—A person is disqualified :—

(1) If, before becoming qualified, he has habitually failed to work according to his ability, opportunity and need for the maintenance and benefit of himself and those legally dependent on him.

This disqualification does not apply to a person who has continuously for ten years up to the age of sixty made proper provision against old age, sickness, infirmity, or want or loss of employment, by means of payments to friendly, provident or other societies, or trade unions, or other approved steps. In the case of a married couple living together, such provision made by the husband is treated as provision made by the wife as well.

Proper provision is defined by Regulation 30 as provision to secure, free from deductions or incumbrances :—

(*a*) The right to receive during sickness not less than 7s. 6d. a week during the first twenty-six weeks (or 15s. a week for the first fifteen weeks), and not less than 2s. a week for the remainder of the period.

(*b*) The right to receive not less than 5s. a week during want or loss of employment.

(*c*) The right to receive not less than 3s. a week for life on attaining some specified age not exceeding seventy.

(*d*) The right to receive not less than 5s. a week between some age not exceeding sixty-five and seventy.

(*e*) The right to receive not less than 2s. a week between some age not exceeding sixty and seventy.

(*f*) The right to receive a capital sum of not less than £50 on attaining some specified age not exceeding seventy.

(*g*) The possession, upon attaining the age of sixty, of accumulated savings or of property purchased out of accumulated savings to the value of not less than £50.

(2) While detained in an asylum within the meaning of the Lunacy Act, 1890, 53 & 54 Vict. c. 5, or while maintained as a pauper or criminal lunatic.

(3) During the continuance of any period of disqualification arising or imposed in pursuance of this section in consequence of conviction of an offence.

(4) During his detention under an order of imprisonment without the option of a fine, and for ten years from his release, or two years if the imprisonment does not exceed six weeks (Act of 1911, s. 4 (2)).

(5) If a person of sixty years or upwards is convicted before any Court and is liable to a detention order under the Inebriates Act, 1898, 61 & 62 Vict. c. 60, and is not necessarily disqualified, the Court may disqualify him for a period not exceeding ten years (s. 3).

If a person in receipt of an old age pension is convicted of any offence mentioned or deemed to be mentioned or included in Schedule I. of the

Inebriates Act, 1898, if not subject to disqualification under the Act of 1908, is disqualified for six months after his conviction, unless the Court before whom he is convicted directs to the contrary, by sec. 4 (3) of the Act of 1911.

There was also originally a pauper disqualification, but this ceased on December 31, 1910 (see s. 3).

PENSION COMMITTEES AND CENTRAL AUTHORITY.—The Local Pension Committee is a committee appointed for every borough and urban district with a population of over 20,000 (in Ireland 10,000), and for every county, excluding boroughs and urban districts, by the borough, district, or county council respectively. The members of the committee need not be members of the council. The local committee may appoint sub-committees, consisting wholly or partly of members of the local committee, and may delegate powers to them.

The Local Government Board is the Central Pension Authority, and may act through such committee, person, or persons as they may appoint. Pension officers are appointed by the Treasury (s. 8).

DETERMINATION OF CLAIMS AND QUESTIONS.—Claims for pensions and persons who are qualified for pensions are referred to the local pension committee, who refer the matter to the pension officer for inquiry and report. The committee may obtain information from any other source, and then give their decision. Either the pension officer or any person aggrieved may appeal to the Central Pension Authority. The time for appealing is seven days from the decision, or if the person appealing is one to whom notice must be given by the Regulations, within seven days from the receipt of the notice (Reg. 18). The Local Government Board may hold an inquiry or take such other steps as they think necessary to decide the appeal (Reg. 19). If the local committee refuse or neglect to consider or determine any question referred to them, any person aggrieved may apply to the Local Government Board, who may decide the question (see Reg. 20). Apart from the appeal to the Local Government Board, the decision of the local committee is final and conclusive (s. 7). Quære whether the decision of a local pension committee is the subject of certiorari (*R.* v. *Wexford Local Pension Committee*, [1910] 2 Ir. R. 403). In *R.* v. *Local Government Board for Ireland*, [1910] 2 Ir. R. 440, an applicant was awarded a pension of 2s. a week. Subsequently he applied for a pension of 5s., which the local committee refused. Against this decision he appealed to the Central Pension Authority, who decided he was not entitled to any pension. It was held that the first decision of the local committee not having been appealed from was final and conclusive. A decision of a local pension committee by which a pension is given to a person who is under seventy years of age is invalid, and it is open to the pension officer to bring the matter before the central pension authority and for them to deprive the person of the pension, notwithstanding the provisions of sec. 7, to the effect that the decision of the local pension authority is to be final (*Murphy* v. *R.*, [1911] A. C. 401; 80 L. J. P. C. 121).

In the case of an appeal by a pension officer to the Local Government Board the claimant should have notice of the fact that an appeal has been brought, but is not entitled to notice of the time and place of the hearing: he should have an opportunity of presenting his case to the Board in a manner suitable to the inquiry. The manner would probably be by a statement of his case in writing (*R.* v. *Local Government Board*, [1911] 2 Ir. R. 331).

By sec. 6 of the Old Age Pensions Act, 1911, it is declared that the following questions may be raised at any time: (1) whether at any time or during any period a person has been in receipt of an old age pension when the statutory conditions were not fulfilled, or when he was disqualified; (2) whether at any time or during any period a person has been in receipt of a pension at a certain rate when his means exceeded the amount which justified the payment of a pension at that rate, and if so, at what rate the pension, if any, should have been paid; (3) whether a person who is in receipt of a pension at a certain rate is, having regard to his means, entitled to a pension at a higher or a lower rate, and if so, at what rate the pension, if any, should be paid; and also that an application may be made at any time to alter or revoke a provisional allowance of a claim for a pension (subs. (1)). Section 7 applies to any such question or application (subs. (2)). Any such question may be raised, although it involves a decision as to the correctness of a former decision of the local pension committee or central pension authority, but, where by a latter decision a former decision is reversed, a person who has received payments under the former decision is entitled, in the absence of fraud on his part, to retain the money he has received, notwithstanding sec. 9 (2) of the Act of 1908 (see *infra*) (subs. (3)).

Where a question is raised as to the disqualification of a person to receive a pension, and it is alleged that the disqualification has arisen since he has been in receipt of the pension, and that the disqualification is continuing at the time when the question is raised, or has ceased less than three weeks before that time, the payment of the pension is discontinued, from the date on which the question is raised; if the question is decided in favour of the pensioner, he is entitled to receive all the payments he would have received if the question had not been raised (subs. (4)).

If the decision on any question involves the discontinuance or reduction of a pension, or if in a case where the payment of the pension has been discontinued on the raising of the question, the question is not decided in favour of the pensioner, the person whose pension has been under review is not entitled to a pension or to a pension at a higher rate than that determined by the authority or committee, notwithstanding any change of circumstances, unless he makes a fresh claim, or if he alleges that he is entitled to a pension at a higher rate, unless he raises a question for that purpose (subs. (5)).

A pension officer, if dissatisfied with any refusal or neglect of a local pension committee to consider a claim or determine a question, has a right to apply to the central pension authority under sec. 7 as a person aggrieved (subs. (6)).

Pensions are payable weekly in advance. A pension begins to accrue on the first Friday after the claim has been allowed (s. 5). Pensions are not payable to a person while absent from the United Kingdom. Pension money is not payable after three months have expired from the date on which it became payable (Act of 1911, s. 5).

Pensions are not assignable, and do not pass to the trustee in cases of bankruptcy (s. 6).

Any person knowingly making any false statement in connection with any claim for a pension is liable on summary conviction to imprisonment not exceeding six months with hard labour, or to a fine not exceeding £25 whether in England or Ireland (Act of 1908, s. 9 (2);

Act of 1911, s. 7 (4)). Persons who have received pensions to which they were not entitled are liable to refund the same. Any such sum may be recovered as a debt due to the Crown (s. 9 (2)), but see sec. 6 (3) of the Act of 1911 (*supra*). Sec. 9 (2) applies to cases where a pension is paid at a rate higher than the rate to which the pensioner is entitled (Act of 1911, s. 7 (1)).

For the purposes of sec. 9 (2) of the Act of 1908, a decision of a local pension committee under sec. 7 on a question which is not referred to the central pension authority, and a decision of the central authority on a question referred to them is conclusive proof of any matters decided by the committee or the authority, and a copy of a decision of the local committee or of the central authority, authenticated in as provided by regulations made under sec. 10 of the Act of 1908, is to be received in evidence (Act of 1911, s. 7 (2)).

Where a person is liable to refund any sums under sec. 9 (2) of the Act of 1908, in consequence of a finding of a local committee or of the central authority, the Treasury may, without prejudice to their other rights, deduct such sums from his future pension in accordance with regulations made under sec. 10 of the Act of 1908. In the case of a personal representative, however, the deduction is only to be made from sums to which he becomes entitled as personal representative (s. 7 (3) of the Act of 1911).

The Treasury, in conjunction with the Local Government Board and the Postmaster-General, have made elaborate regulations for the working of the Act (see St. R. & O. 1908, No. 812).

Pensions began to accrue on January 1, 1909 (s. 12). The Act applies to England, Scotland, and Ireland.

The amendments made by the Act of 1911 do not operate so as to disentitle any person in receipt of a pension at its commencement, nor to reduce the rate of any such pension (Act of 1911, s. 8).

158. Open Cover.—Add a reference to *Genforsikrings Aktieselskabet* v. *Da Costa*, [1911] 1 K. B. 137 ; 80 L. J. K. B. 236, the facts of which case are set out *sub tit.* MARINE INSURANCE herein.

158. Open Spaces.—See the Housing, Town Planning, etc., Act, 1909, 9 Edw. VII. c. 44, sec. 73, and the Development and Road Improvement Funds Acts, 1909, 9 Edw. VII. c. 47, sec. 19.

159. ——. Add a reference to the Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, Part VI., which confers on local authorities extended powers as to public parks and pleasure grounds under their management or control. As to extent of Act, see secs. 2 (2) and 3.

159. ——. As to the powers of Conservators of Commons to make regulations for such recreations as golf and to give members of clubs preferential rights, see *Mitcham Common Conservators* v. *Cox*, [1911] 2 K. B. 854.

168. Or.—Real property was bequeathed to " A " absolutely, subject to the condition that if the said " A " died " intestate or childless or under the age of twenty-one " the gift should go over to " B." It was held that one of the two " or's " must be read as " and," and that the gift over failed (*In re Crutchley ; Kidson* v. *Marsden*, [1912] 2 Ch. 335 ; 81 L. J. Ch. 644).

170. Orange River Colony.—By the South Africa Act, 1909, 9 Edw. VII. c. 9, the colonies of the Cape of Good Hope, Natal, the Transvaal, and the Orange River Colony are united in a Legislative Union, under one government, under the name of the Union of South Africa, as from May 31, 1910. (See Proclamation of December 2, 1909.)

190. Orders.—An order for the payment of costs in a matrimonial suit cannot be enforced by an action (*Ivimey* v. *Ivimey*, [1908] 2 K. B. 260; 77 L. J. K. B. 714).

192. ——. An order dismissing a summons to review taxation of a solicitor's bill under the Solicitors Act, 1843, is not final but interlocutory (*In re Jerome*, [1907] 2 Ch. 145; 76 L. J. Ch. 432).

193. ——. An order that the plaintiff should recover a certain sum from the defendant cannot be supplemented by a four-day order under Order XLII. r. 3, even if the defendant is a defaulting trustee (*In re Oddy; Major* v. *Harness*, [1906] 1 Ch. 93; 75 L. J. Ch. 141).

197. Originating Summons.—An application for a declaration of a resulting trust arising from the failure through illegality of the trusts of a deed cannot be made by originating summons under Order LIV.A. r. 1, or Order LV. r. 3 (*In re Amalgamated Society of Railway Servants; Addison* v. *Pilcher*, [1910] 2 Ch. 547; 80 L. J. Ch. 19).

201. ——. After *In re Buckton; Buckton* v. *Buckton*, [1907] 2 Ch. 406, add a reference to *In re Halston; Ewen* v. *Halston*, [1912] 1 Ch. 435; 81 L. J. Ch. 265).

211. Ottoman Empire.—Add to the Orders conferring consular jurisdiction the Foreign Jurisdiction (Probates) Order, 1908 (St. R. & O. 1908, p. 384); see also the Foreign Jurisdiction (Admiralty) Order, 1910 (St. R. & O. 1910, No. 1183).

211. ——. The Ottoman Order in Council, No. 1184 of 1910, repeals and is substituted for the Ottoman Orders in Council of 1899, and 1905.

214. Ouse.—See the Lower Ouse Rules, 1910 (St. R. & O. 1910, No. 834), for the prevention of collisions on the river Ouse.

242. Oysters.—In *The Bien*, [1911] P. 40; 80 L. J. P. 59, a sunken vessel was raised under the superintendence of the harbour-master of the port, who was the servant of the conservators of the river, and to whose orders the master of the vessel was bound to conform. Under his directions the vessel was placed on an oyster bed belonging to the plaintiff. It was held that the conservators were liable for the whole of the damage done to the oyster bed, and that the owner of the vessel was not liable.

245. Pacific Islands.—The Pacific Order, 1893, is amended by the Pacific Order, 1908 (St. R. & O. 1908, p. 400), and by the Pacific Order, 1910 (St. R. & O. 1910, No. 485).

246. ——. By Order in Council of December 21, 1908 (St. R. & O. 1908, p. 651), the port officers for the time being in the Gilbert, Ellice and Solomon Islands may do any act authorised to be done by a consular officer under the Merchant Shipping Acts.

247. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909.

247. ——. The Order of November 2, 1907, is amended by the New Hebrides Order of 1911 (St. R. & O., 1911, No. 1072).

263. Parent and Child.—In *M.* v. *M.*, 1906, 22 T. L. R. 325, the Court gave a successful husband petitioner custody of a child born in wedlock, but begotten before marriage, of which he was not the father.

264. ——. There is no hard-and-fast rule that a guilty mother should not have access to or custody of a daughter. The Court should exercise its discretion according to the circumstances of each case (*Mozley-Stark* v. *Mozley-Stark*, [1910] P. 190; 79 L. J. P. 98).

265. ——. In *R.* v. *Wigand; In re Wigand*, [1913] 2 K. B. 419; 82 L. J. K. B. 735, the custody of an infant was given by an order of the Court to the mother, and the father was given permission to visit the infant at certain specified times. Both parties undertook not to move the child out of the jurisdiction. The father removed the child in defiance of this undertaking, and the mother obtained a rule for *habeas corpus*, and a rule *nisi* for attachment against the father. The father, however, being outside the jurisdiction, these orders could not be served on him. The Court ordered that the rule for attachment should be made absolute and also that a writ of sequestration should issue, although the husband had not been personally served.

265. ——. See Cruelty to Children herein.

273. ——. A married woman having separate property is liable to maintain her parents in the same way as a *feme sole* (Married Women's Property Act, 1908, 8 Edw. vii. c. 27). *Pontypool Union* v. *Buck*, [1906] 2 K. B. 896; 76 L. J. K. B. 66, is no longer law. The Act came into force on January 1, 1909. It only applies to England and Wales.

292. Parish Church.—The decision in *North Manchester Overseers* v. *Winstanley*, 24 T. L. R. 388, was affirmed in the House of Lords, see [1910] A. C. 7; 79 L. J. K. B. 95.

302. Parish Council.—The effect of subsecs. (1) and (8) of sec. 3 of the Local Government Act, 1894, is that if the chairman of a Parish Council is not re-elected a member of the new Council, he may still preside at the next meeting of the council and may vote in the election of the new chairman (*R.* v. *Jackson; Ex parte Pick*, [1913], 3 K. B. 436; 82 L. J. K. B. 1215).

317. Parliament.—The words "public service" in sec. 1 of the House of Commons (Disqualification) Act, 1782, include any service under the Crown in any place, and therefore a member of parliament who is a partner in a firm which makes contracts with the Secretary of State for India in Council for the services of the Crown in India, the consideration for which contracts is to be paid out of the Indian revenue, is disqualified from sitting and voting in the House of Commons (*In re Sir Stuart Samuel's Seat*, [1913] A. C. 514; 82 L. J. P. C. 106; *Forbes* v. *Samuel*, [1913] 3 K. B. 706; 82 L. J. K. B. 1135).

329. Parliamentary Deposits.—As to compensation payable to a landowner whose property has been rendered less valuable by reason of the abandonment of an undertaking, see *In re West Yorkshire Tramways Bill*, 1906, [1913] 1 Ch. 170; 82 L. J. Ch. 98.

331. Parliamentary Deposits.—*Ex parte Chambers*, [1893] 1 Ch. 47; 62 L. J. Ch. 78, was considered in *In re Peckham, East Dulwich and Crystal Palace Tramways Bill*, [1910] 2 Ch. 1; 79 L. J. Ch. 451, where it was held that where a tramway company sold its undertaking to the London County Council, including a tramway which had not been constructed, the time limited for the construction of which had not expired, the undertaking had been abandoned, and that the deposit was divisible between the company's creditors, subject to claims by landowners, etc., under sec. 1 of the Parliamentary Deposits and Bonds Act, 1892.

331. ——. Compensation on abandonment is not payable in respect of a breach of a covenant when the breach is not a necessary consequence of the abandonment (*In re Southport & Lytham Tramroad Act*, 1900; *Ex parte Hesketh*, [1911] 1 Ch. 121; 80 L. J. Ch. 137).

335. ——. *Ex parte Scottish Economic Life Assurance Society*, 45 Ch. D. 220, was distinguished in *In re Popular Life Assurance Co.*, [1909] 1 Ch. 80; 78 L. J. Ch. 37, in which case, under similar circumstances, the deposit was ordered to be paid out to the purchasing company as assignees. In *In re Life and Health Assurance Association*, [1910] 1 Ch. 458; 79 L. J. Ch. 262, a company which had not accumulated £40,000 sold its business to a company which had. The Court refused to order the payment out of the £20,000 deposit unless the policy-holders expressly accepted the liability of the new company in place of that of the old one. See also ASSURANCE COMPANIES herein.

344. Particulars.—Whenever in an action for defamation a defence of justification imputes misconduct against the plaintiff, he is entitled to particulars of the acts which it is alleged he has committed, and on which the defendant intends to rely. The defendant cannot object to give the particulars on the ground that the giving of them will disclose the names of his witnesses (*Wootton* v. *Sievier*, [1913] 3 K. B. 499; 82 L. J. K. B. 1242).

348. Particulars of Sale.—*Carlish* v. *Salt*, [1906] 1 Ch. 335; 75 L. J. Ch. 175, was distinguished in *Shepherd* v. *Croft*, [1911] 1 Ch. 521; 80 L. J. Ch. 170, in which case it was held that the non-disclosure of a natural watercourse which ran in pipes under the property did not entitle the purchaser to recision, but was a latent defect, and that the vendor was entitled to specific performance, with a reduction of the purchase money.

352. ——. After *Brinsmead* v. *Harrison*, 1872, L. R. 6 C. P. 584, add a reference to *Bradley* v. *Ramsay*, 1912, 106 L. T. 771.

355. Parties.—As to who are "persons having the same interest in one cause or matter," within Order 16, r. 9, see *Markt* v. *Knight S.S. Co.*, [1910] 2 K. B. 1021; 79 L. J. K. B. 939, a case where the rule was held not to apply to owners of cargo shipped in a general ship claiming damages for breach of contract and duty in and about the carriage of goods by sea.

358. ——. In the Chancery Division leave to issue a third party notice should be made *ex parte* in the first instance (*Furness* v. *Pickering*, [1908] 2 Ch. 224; 77 L. J. Ch. 615).

373. Partition.—Although secs. 23 to 25 of the Settled Estates Act, 1856, are incorporated in sec. 8 of the Partition Act, 1868, the effect of an order for sale under the Partition Acts is to convert the shares of a person who is *sui juris* and is absolutely entitled into personality as from the date of the order. In the case of a married woman whose share has not been converted owing to the lack of a formal request under sec. 6 of the Partition Act, 1876, the mere fact that she subsequently ceases to be covert does not convert her share (*Herbert* v. *Herbert*, [1912] 2 Ch. 268; 81 L. J. Ch. 733).

373. ——. In *Hopkinson* v. *Richardson*, [1913] 1 Ch. 286; 82 L. J. Ch. 211, it was held, preferring the cases of *Foster* v. *Foster*, 1875, 1 Ch. D. 588; and *In re Barker*, 1881, 7 Ch. D. 241, to the dicta in *Wallace* v. *Greenwood*, 1880, 16 Ch. D. 362, that a fund in Court representing an infant's share in the proceeds of a sale ordered by the Court is subject to an equity to reconvert, and on the infant dying under age goes to his heir-at-law. This is so even if the infant has asked for a sale through his next friend, and even if the sale has been certified as for the infant's benefit.

376. ——. As to the conversion of an infant's share of a fund in Court representing the proceeds of a sale ordered by the Court, see *Hopkinson* v. *Richardson*, [1913] 1 Ch. 286; 82 L. J. Ch. 211, *supra*.

411. Partnership.—Executors who are carrying on the business of the testator under the firm's name in pursuance of powers given by the will cannot be made bankrupt as partners (*In re Fisher*, [1912] 2 K. B. 491; 81 L. J. K. B. 1246).

425. ——. If a partner secretly and improperly sells partnership property to a *bona fide* purchaser for value without notice and then repurchases the same property, he is liable to account to his partners, and cannot take advantage of the rule which protects a purchaser with notice from a purchaser without notice (*Gordon* v. *Holland*, 1913, 82 L. J. P. C. 81).

426. ——. Where a member of a firm of solicitors acts as secretary to a company, the firm does not receive the moneys of the company in the course of their business within sec. 11 (*b*) of the Partnership Act, 1890, and therefore the firm is not liable if the partner misappropriates them (*New Mining & Exploring Syndicate* v. *Chalmers*, [1912] S. C. 126).

428. ——. A partnership deed provided that any partner desiring to retire should give one month's notice to allow the other partners to purchase his share. A partner who sold his share to another partner without giving the third partner notice was held still to be a partner and liable as such (*Sturgeon* v. *Salmon*, 1906, 22 T. L. R. 584).

434. ——. In *Green* v. *Howell*, [1910] 1 Ch. 495; 79 L. J. Ch. 549, it was held, overruling the *dicta* in *Barnes* v. *Youngs*, [1898] 1 Ch. 414, that where one partner acts *bona fide* it is not necessary for him to acquaint his partner of complaints against him or to give him an opportunity of explaining his conduct.

436. ——. Where a partnership deed states that the premises in which the business is carried on are the property of one of the partners, and further provides that the rent is to be paid out of profits, but does not specify the term for which the partnership is to hold the premises, the inference is that the tenancy exists only so long as the partnership exists (*Pocock* v. *Carter*, [1912] 1 Ch. 663 ; 81 L. J. Ch. 391).

443. ——. Sec. 26 (1) of the Partnership Act, 1890, refers to partnerships at will only. Therefore where a partnership agreement provided that the partnership should be terminated " by mutual arrangement only," it was held that one of the partners could not terminate it by notice (*Moss* v. *Elphick*, [1910] 1 K. B. 846 ; 79 L. J. K. B. 631).

448. ——. A partner, who brings an action to recover a debt due to the partnership firm, may apply to commit a fellow partner, who disapproves of the action and has taken an indemnity, if he refuses to comply with an order for discovery (*Seal* v. *Kingston*, [1908] 2 K. B. 579 ; 77 L. J. K. B. 965).

455. ——. Where a partnership agreement contains an arbitration clause, the mortgagees of the share of a partner are not bound by it unless they are specially mentioned, and may bring an action for an account under sec. 31 (2) of the Partnership Act, 1890 (*Bonnin* v. *Neame*, [1910] 1 Ch. 732 ; 79 L. J. Ch. 388).

459. ——. Where a limited partnership is being carried on at a loss and the general partner refuses to sign the annual general account under which drawings made by him in excess of profits would become repayable, the limited partner is entitled to a winding-up order (*Hughes & Co., In re*, [1911] 1 Ch. 342 ; 80 L. J. Ch. 262).

460. ——. The Limited Partnership (Winding Up) Rules 1909, are now published (see St. R. & O. 1909, No. 327).

460. ——. Subject to rules under the Bankruptcy Act, 1883, the enactments relating to bankruptcy apply to limited partnerships as if they were ordinary partnerships, and on all the general partners of a limited partnership being adjudged bankrupt, the assets of the partnership vest in the trustee (Bankruptcy and Deeds of Arrangement Act, 1913, 2 & 4 Geo. v. c. 34 s. 24 (1)). The provisions of the Companies (Consolidation) Act, 1908, relating to winding up of limited partnerships are repealed as regards England (s. 24 (2)).

461. ——. The Limited Partnership Rules, 1907, are now published in St. R. & O. 1907, p. 765.

561. **Party Wall**.—A party wall is only defective within sec. 88 of the London Building Act, 1894, when it is defective for the actual purposes for which it was intended. Dampness is only a defect when it renders the wall defective for those purposes. The previous history of the wall cannot be taken into consideration. In directing what work ought to be done, the convenience of the adjoining owner should be taken into consideration (*Barry* v. *Mintum*, [1913], A. C. 584 ; 82 L. J. K. B. 1193).

561. ——. Under secs. 57 and 58 of the London Building Act, 1894, a wall may be a party wall for so much of its height as is used as such, and cease to be a party wall above that height (*London, Gloucester-*

shire and North Hants Dairy Co. v. *Morley*, [1911] 2 K. B. 257, 1143; 80 L. J. K. B. 908, 1361).

561. ——. In a dispute between the owners of a party wall under the London Building Act, 1894, the tribunal has no right to take into consideration the history of the wall before it became a party wall (*Minturn* v. *Barry*, [1912] 3 K. B. 510; 81 L. J. K. B. 1235).

561. ——. Arbitrators appointed under sec. 91 of the London Building Act have no power to award compensation for inconvenience or loss caused by the work under the words "and generally any other matter arising out of or incidental to such difference" (*Adams* v. *Marylebone Borough Council*, [1907] 2 K. B. 822; 77 L. J. K. B. 1).

569. Passengers (Sea); Passenger Boats.—After *Acton* v. *Castle Mail P. C.*, 8 Asp. 73, add a reference to *Marriott* v. *Yeoward*, [1909] 2 K. B. 987; 79 L. J. K. B. 114.

572. ——. For notice fixing length of voyages, see Board of Trade Notice of September 23, 1907 (St. R. & O. 1908, p. 635).

572. ——. A launch, which carried more than twelve passengers and plied for hire along a river and canal, along which sea-going vessels were accustomed to navigate, was held to require a certificate under sec. 271 (1) (*b*) of the Merchant Shipping Act, 1894 (*Weeks v. Ross*, [1913] 2 K. B. 229; 82 L. J. K. B. 925).

574. ——. The regulations as to returns of passengers under sec. 76 of the M. S. A., 1906, will be found in St. R. & O. 1907, p. 681.

575. ——. For the regulations made under sec. 17 of the M. S. A., 1906, see St. R. & O. 1907, p. 674.

575. ——. For scale of dietary, see St. R. & O. 1908, p. 636.

576. ——. The regulations as to the return of cattlemen under sec. 77 of the M. S. A., 1906, will be found in St. R. & O. 1907, p. 696.

577. ——. For forms of bond and other forms under sec. 17 of the M. S. A., 1906, see St. R. & O. 1908, p. 616.

577. ——. As to bonds under secs. 309, 310 of the M. S. A., 1894, and sec. 20 of the M. S. A., 1906, see St. R. & O., 1911, No. 877.

577. ——. For regulations and forms under sec. 20 of the M. S. A., 1906, see Regulations of October 24, 1908 (St. R. & O. 1908, p. 629).

578. ——. For new form of contract ticket, see St. R. & O. 1908, p. 613.

581. ——. For form of passage broker's bond, see St. R. & O. 1910, No. 17.

588. Patent Agents.—As to what amounts to holding oneself out as a patent agent, see *Graham* v. *Tanner*, [1913] 1 K. B. 17; 82 L. J. K. B. 119.

588. ——. An unregistered person who uses the title "British and foreign" patent agent describes himself as a patent agent within the meaning of sec. 84 of the Patents and Designs Act, 1907, and is guilty of an offence within that section (*Lockwood* v. *Chartered Institute of Patent Agents*, [1913] S. C. (J) 8).

604. Patents.—Notice of disclaimer under sec. 22 must be served on the comptroller, and the Court has power to order the applicant to pay his costs (*In re Klaber and Steinberg's Patent*, [1908] 1 Ch. 847; 77 L. J. Ch. 569). See this case as to the necessity of placing an applicant on terms in view of sec. 23. See also *Gillette Safety Razor Co.* v. *Luna Safety Razor Co.*, [1910] 2 Ch. 373; 79 L. J. Ch. 672, as to the principles on which the Court acts under sec. 22 of the Act of 1907.

605. ——. A plaintiff who desired to discontinue an action for infringement in order to correct his specification was allowed to do so on terms that he would not bring any fresh action against the defendant in respect of any infringement alleged in the action and on paying costs (*Robertson* v. *Purdey*, [1906] 2 Ch. 615; 75 L. J. Ch. 685).

605. ——. Where an application to amend is made before, and leave to amend is given after, the issue of the writ in an action for infringement, the amended specification is the proper one to be referred to at the trial (*Stepney Spare Motor Wheel Co.* v. *Hall*, 1911, 28 R. P. C. 381).

607. ——. The power to restore a patent under sec. 20 only applies to cases where the omission is unintentional. There is no power to restore a patent which the owner has deliberately allowed to lapse under a mistaken belief that a subsequent patent protected the invention (*In re Land's Patent*, [1910] 2 Ch. 236; 79 L. J. Ch. 594).

608. ——. See *In re Johnson's Patent* (No. 2), [1909] 1 Ch. 114; 77 L. J. Ch. 737, as to the principles on which the Court acts in petitions for prolongations and as to the evidence which should be produced.

608. ——. For practice as to particulars of objection to a petition for extension, see *In re Johnson's Patent* (No. 1), [1908] 2 Ch. 487; 77 L. J. Ch. 732.

608. ——. The Court has power under sec. 18 of the Patents and Designs Act, 1907, 7 Edw. VII. c. 29, to grant a prolongation of some of the claims of a patent to the exclusion of others (*In re Lodge's Patent*, [1911] 2 Ch. 46; 80 L. J. Ch. 517).

608. ——. The Court cannot grant a second extension of the term of a patent (*In re Thompson's Patent*, [1909] 2 Ch. 447; 78 L. J. Ch. 600).

609. ——. The purchase of a machine containing an infringing device, which device, however, is not used, is not infringement (*British United Shoe Machinery Co.* v. *Collier*, 1910, 27 R. P. C. 567).

610. ——. After *Incandescent Gas Co.* v. *Cantelo*, 12 R. P. C. 262, add a reference to *Badische Anilin und Soda Fabrik* v. *Isler*, [1906] 1 Ch. 605; [1906] 2 Ch. 443; 75 L. J. Ch. 411, 749. In this case the question of limited licences to use and sell patented articles was discussed. Buckley, J., laid down that if a purchaser buys a patented article from a licensee, to whose licence the patentee has attached conditions, the purchaser is liable to an action by the patentee if he uses the article otherwise than in accordance with the conditions, whether innocently or not. In the particular facts of the case he held there had been no infringement.

This decision was upheld on the facts by the Court of Appeal, which declined to enter into any other questions. See also *National Phonograph Co. of Australia* v. *Menck*, [1911] A. C. 336; 80 L. J. P. C. 105, where it was laid down by the Privy Council (1) that a licensee may make a sale *sub modo*, or accompanied by restrictive conditions which would not apply in the case of ordinary chattels; (2) that the presumption is that on a sale the full rights of ownership are vested in the purchaser; (3) that the owner's rights in a patented article are limited if knowledge, at the time of sale, of the conditions imposed is brought home to him.

612. ——. In the Irish case of *Cummings* v. *Stewart*, [1913] 1 I. R. 95, a licence was granted to work a patent in the United Kingdom, France, and Austria, on the terms of a percentage royalty together with a fixed minimum payment each year. The patentee allowed the French and Austrian patents to lapse through non-payment of the renewal fees. The working of the patent not proving successful to the defendant, he ceased to pay the minimum royalty. In an action by the patentee to recover the royalties, it was held that there was an implied covenant by the plaintiff to pay the renewal fees; that the covenant to pay the royalties was dependent upon the performance by the plaintiff of his implied covenant to pay the fees; that owing to the lapse of the foreign patents, a substantial part of the subject matter was destroyed, and that the agreement in a substantial part became impossible of performance and ceased to be binding; and that as the royalty was a fixed sum the consideration was indivisible and that failure of the part was equivalent to failure of the whole.

613. ——. See *Crosthwaite Fire Bar Syndicate* v. *Senior*, [1909] 1 Ch. 801; 78 L. J. Ch. 417, and *Minerals Separation* v. *Ore Concentration Co.*, [1909] 1 Ch. 744; 78 L. J. Ch. 604, as to sufficiency of particulars of objection.

614. ——. As to the measure of damages where the defendant has infringed an invention covering part of a complete machine, see *Meters Ltd.* v. *Metropolitan Gas Co.*, 1911, 104 L. T. 113.

614. ——. A defendant, who subsequently to judgment obtains an order for the revocation of the patent in question, cannot set up the invalidity of the patent on an inquiry as to damages (*Poulton* v. *Adjustable Cover and Boiler Block Co.*, [1908] 2 Ch. 430; 77 L. J. Ch. 780).

614. ——. If a defendant succeeds on the question of validity, but fails on the question of infringement, assuming the patent to be valid, and the plaintiff is ordered to pay the defendant's costs, the defendant is entitled to costs on the question of infringement as well as on validity (*Haskell Golf Ball Co.* v. *Hutchinson*, [1906] 1 Ch. 518; 75 L. J. Ch. 270).

614. ——. Where the plaintiffs in an action for infringement which was originally brought in respect of three patents elected at the trial not to proceed in respect of two of the patents, the action was held not to have proceeded to trial on the two discarded patents within the meaning of Order LIII.A. r. 22, and the costs of the particulars of objection to these two patents were therefore held to be in the discretion of the taxing master (*British, Foreign & Colonial Light Co.* v. *Metropolitan Gas Meters*, [1912] 2 Ch. 82; 81 L. J. Ch. 520).

615.——. In *Metropolitan Gas Meters* v. *British, Foreign, and Colonial Automatic Light Controlling Co.*, [1913] 1 Ch. 150; 82 L. J. Ch. 74, the plaintiffs commenced an action for threats. The defendants replied without undue delay by commencing an action for infringement. On a motion in the threats action it was arranged that that action should stand over to abide the result of the infringement action. The infringement action resulted in judgment for the defendants in that action. In the threats action it was held that as the defendants had brought themselves within the proviso of sec. 36 of the Patents and Designs Act, 1907, the plaintiffs had no cause of action, but that as the plaintiffs had adopted the proper course with a view to saving expense the action should be dismissed without costs.

616. ——. Section 92 (2) of the Act of 1907, which renders the decision of a judge of the High Court final under certain circumstances, does not apply to petitions for revocation under sec. 25 of that Act (Patents and Designs Act, 1908, 8 Edw. VII. c. 4).

617. ——. The month within which petitions of appeal must be brought from a decision of the comptroller under secs. 20, 26, and 27 of the Act runs during the long vacation (*In re Beldam's Patent*, [1911] 1 Ch. 60; 80 L. J. Ch. 133).

617. ——. The provisions of sec. 27 of the Patents and Designs Act, 1907, 7 Edw. VII. c. 29, are as follows:—At any time not less than four years after the date of a patent any person may apply to the comptroller for the revocation of the patent on the ground that the patented article or process is manufactured or carried on exclusively or mainly outside the United Kingdom. If the comptroller is satisfied that the applicant's allegations are correct, then, unless the patentee proves that the patent is being worked to an adequate extent in the United Kingdom or gives good reason why it is not worked there, the comptroller may either revoke the patent forthwith or after a fixed reasonable time, unless in the meantime he is satisfied that the patent is worked in the United Kingdom to an adequate extent. The time fixed by the comptroller may be extended. The comptroller may not make any order which is at variance with any treaty, convention, arrangement, or engagement with any foreign country or British possession. It is immaterial for the purposes of this section whether the patent is being worked under licence of the patentee or by infringers. The point the comptroller has to decide is the extent to which the article is actually being manufactured in this country (*In re Fiat Motor Co.'s Application*, [1911] 1 Ch. 66; 80 L. J. Ch. 48). The section does not apply where the invention is not being worked either in the United Kingdom or abroad, but a temporary stoppage in the work abroad will not prevent its application (*In re Green's Application*, [1911] 1 Ch. 754; 80 L. J. Ch. 484).

There is an appeal from the comptroller to the High Court, on which the law officer or counsel appointed by him may be heard. There is no appeal from the decision of the High Court (s. 92 (2)). The procedure before the comptroller is regulated by Patent Rules, 1908, rr. 78 to 81.

The motive of an applicant for the revocation of a patent is immaterial, but his position and conduct are material as far as they may have influenced the action of the owners of the patent. Where, therefore, the owner of a patent which was sought to be revoked proved that it could only be worked with a risk of infringing a patent belonging to the person who was applying to have it revoked, and that that person had threatened him with proceedings if he attempted to work it in the United Kingdom, he was held to have shown good reason why it was not being worked in the United Kingdom, although he had not applied for a licence to work it under the previous patent (*In re Taylor's Patent*, [1912] 1 Ch. 635; 81 L. J. Ch. 438). In this case Parker, J., avoided laying down any general rule.

617. ——. See *In re Hatschek's Patent*, [1909] 2 Ch. 68; 78 L. J. Ch. 402, and *In re Bremner's Patent*, [1909] 2 Ch. 217; 78 L. J. Ch. 550, as to the working of secs. 24 and 27 of the Act of 1907.

640. Path.—The decision in *Chorley Corporation* v. *Nightingale*, [1906] 1 K. B. 612, was affirmed in the Court of Appeal, see [1907] 2 K. B. 637; 76 L. J. K. B. 1003.

643. Pawn; Pawnbroker.—As to a pledge by a pledgor who has only a voidable title, see *Whitehorn* v. *Davison*, [1911] 1 K. B. 463; 80 L. J. K. B. 425, cited *sub tit.* SALE OF GOODS herein.

643. ——. A retail dealer who had goods ostensibly on sale or return was held to be a mercantile agent within sec. 1 (1) of the Factors Act, 1889, and entitled to pledge the goods (*Weiner* v. *Harris*, [1910] 1 K. B. 285; 79 L. J. K. B. 342).

644. ——. *Pigot* v. *Cubley*, 15 C. B. N. S. 701, was discussed in *Stubbs* v. *Slater*, [1910] 1 Ch. 632; 79 L. J. Ch. 420, where it was held that the holder of a share certificate and blank transfer as security was in the position of an equitable mortgagee, and could sell after giving reasonable notice.

647. ——. The age at which children may pawn goods is raised from twelve to fourteen by sec. 117 of the Children Act, 1908, 8 Edw. VII. c. 67.

650. Pay and Pensions.—Line 21, *for* "[1905]," *read* "[1895]."

650. ——. Order in Council No. 901 of 1906 (St. R. & O. 1906, p. 510) extends the deduction which may be made under the Naval and Marine Pay and Pensions Act, 1865.

653. Payment.—*Goddard* v. *O'Brien*, [1882] 9 Q. B. D. 37, was questioned in *Hiramchand Punamchand* v. *Temple*, [1911] 2 K. B. 330; 80 L. J. K. B. 1155; in which case the defendant's father sent the plaintiff a draft for a smaller amount than the debt, stating it was to be in full satisfaction. The plaintiff having cashed the draft was held not to be entitled to sue the defendant for the balance.

653. ——. Sending by post, or handing to a clerk, an uncrossed bearer cheque, which the clerk misappropriated, was held in Scotland not to be a remittance in ordinary course of business (*Robb* v. *Gow*, 1906, 8 F. 9).

658. Payment into and out of Court.—Where a creditor, who has committed an act of bankruptcy of which his debtor has notice, sues the debtor, and the debtor pays the amount of the debt into Court, he is entitled, on the creditor ultimately signing final judgment against him, to the costs of the action including the costs of the application to pay into Court (*M'Carthy* v. *Capital and Counties Bank,* [1911] 2 K. B. 1088; 81 L. J. K. B. 14).

659. ——. Order 22, r. 6, applies to actions of salvage (*The Blanche,* [1908] P. 259; 77 L. J. P. 99).

660. ——. Where one of several defendants who are sued in respect of a joint cause of action pays money into Court in satisfaction, and the plaintiff takes the money out, the action is ended, and the plaintiff is liable to pay the costs of the other defendants, if the circumstances justify such an order (*Beadon* v. *Capital Syndicate,* 1912, 56 S. J. 536).

675. Pay Office; Paymaster-General.—The Consolidated Fund is not liable to reimburse a person entitled to money which was paid into Court and has been paid out under an order to a person not entitled to it. Quære as to the course to be pursued in a case where the order for payment out is obtained by fraud (*In re Williams,* [1910] 2 Ch. 481; 80 L. J. Ch. 8).

VOLUME XI.

13. Pedigree, Proof of.—To authorities on evidence of reputation to prove marriage, add *In re Haynes; Haynes* v. *Carter,* 1906, 94 L. T. 431.

29. Penal Servitude.—*For* ll. 26, 27, *read* "A licence holder is required to report himself to the police (1864, c. 47, s. 4; 1871, c. 112, s. 21), and must give notice," etc.

29. ——. The Prisoners' (Temporary Discharge for Ill-health) Act, 1913, 3 Geo. v. c. 4, provides by sec. 1 that if the Secretary of State is satisfied that if, by reason of the condition of a prisoner's health, which condition is wholly or in part due to the prisoner's own conduct in prison, it is undesirable to detain him in prison, he may authorise the temporary discharge of such prisoner, subject to such conditions as may be stated in the order authorising the discharge (subsec. (1)). If a prisoner who has been released fails to return to prison at the expiration of the period stated in the order or of any extension thereto, he may be arrested without warrant and taken back to prison (subsec. (2)). While a prisoner is released under the Act, the currency of his sentence is suspended, the date on which he leaves prison being counted as part of the sentence, but not that on which he is received back into prison (subsec. (3)). If the prisoner is not under sentence the order should contain conditions requiring his attendance at any further proceedings on his case at which his presence may be required (subsec. (4)).

In the case of penal servitude the powers under the Act are in addition to, and not in substitution of, the power of granting licences contained in the Penal Servitude Acts, 1853 to 1891 (sec. 2 (1)). The Act does not affect the duties of a medical officer of a prison in respect of a person whom the Secretary of State does not think fit to discharge under the Act (sec. 2 (2)).

In Scotland and Ireland the powers conferred on the Secretary of State are discharged by the Secretary for Scotland and the Lord Lieutenant respectively (sec. 3).

29. ——. If a convict who has been released on licence pleads guilty, or is found guilty, of another offence, and is bound over to come up for judgment if required, he forfeits his licence as having been "convicted" within secs. 4 and 9 of the Penal Servitude Act, 1864, and he must therefore serve the unexpired portion of his previous sentence (*R.* v. *Rabjohns*, [1913] 3 K. B. 171; 82 L. J. K. B. 994).

29. ——. After the reference to 27 & 28 Vict. c. 47, sec. 9, add a reference to *R.* v. *Smith*, [1909] 2 K. B. 756; 79 L. J. K. B. 4.

30. Penalty. As to Liquidated demand and penalty, see also LIQUIDATED DEMAND, vol. VIII. p. 325, and herein.

33. Pension.—See OLD AGE PENSION herein.

34. ——. The Pensions (Governors of Dominions) Act, 1911, 1 & 2 Geo. v. c. 25, consolidates and amends the law relating to the payment of pensions to Governors of His Majesty's Dominions and British Protectorates and persons holding similar offices.

35. ——. The Superannuation Acts, 1834–1892, which regulate the pensions of civil servants, are amended by the Superannuation Act, 1909, 9 Edw. VII. c. 10.

36. ——. The Elementary School Teachers (Superannuation) Act, 1912, 2 & 3 Geo. v. c. 12, alters the contributions and benefits previously fixed by the Elementary School Teachers (Superannuation) Act, 1898.

36. ——. The Asylums Officers' Superannuation Act, 1909, 9 Edw. VII. c. 48, makes provision for superannuation allowances to officers and servants employed in public asylums in Great Britain and Ireland.

The Development and Road Improvement Funds Act, 1910, 10 Edw. VII. c. 7, sec. 2, makes provision for pensions and superannuation allowances to certain Development Commissioners, members of the Road Board, and officials.

36. ——. As to the attachability of pension, see EXECUTION, Vol. V. p. 509, and herein.

38. Per Capita; Per Stirpes.—See *In re Rawlinson; Hill* v. *Withall*, [1909] 2 Ch. 36; 78 L. J. Ch. 443.

39. ——. Where a testator directed that his trustees should stand possessed of one moiety of his residuary estate "for and equally between the persons who at my death shall be my next-of-kin according to the statutes for the distribution of the estates of intestates, the statutory next-of-kin were held to take *per capita*" (*In re Richards; Davies* v. *Edwards*, [1910] 2 Ch. 74; 79 L. J. Ch. 500).

48. Perils of the Sea.—Where opium stored in a hulk was damaged by sea water which reached it through a leak caused by the rotten condition of the hulk, the damage was held not to be due to the perils of the sea (*Sassoon* v. *Western Assurance Co.*, [1912] A. C. 561; 81 L. J. P. C. 231).

52. Perjury.—The Perjury Act, 1911, 1 & 2 Geo. v. c. 6, consolidates and simplifies the law relating to perjury and kindred offences. Section 1 defines perjury as the wilful making, by a person lawfully sworn as a witness or interpreter in a judicial proceeding, of a statement material in that proceeding, which he knows to be false or does not believe to be true. The penalty on conviction on indictment is penal servitude not exceeding seven years, or imprisonment with or without hard labour not exceeding two years, or a fine, or both penal servitude or imprisonment and fine. "Judicial proceeding" includes a proceeding before any Court, tribunal, or person having by law power to hear, receive, and examine evidence on oath. A statement made for the purpose of a judicial proceeding, not before the tribunal itself, but on oath before a person authorised by law to administer an oath to the person making the statement, and to record or authenticate that statement, is treated as having been made in a judicial proceeding. A statement made by a person lawfully sworn in England for the purposes of a judicial proceeding in another part of His Majesty's dominions, or in a British tribunal lawfully constituted in any place by land or sea outside His Majesty's dominions, or in a tribunal of a foreign state, is treated as a statement made in a judicial proceeding in England. So, too, a statement made by a person lawfully sworn under the authority of an Act of Parliament in any other part of His Majesty's dominions, or before a British tribunal or officer in a foreign country, or within the Admiralty jurisdiction, for the purposes of a judicial proceeding in England, is treated as a statement made in the judicial proceeding in England, unless the Act under which it is made specially provides otherwise. An action brought against a fictitious or non-existent person is a judicial proceeding, and the swearing of a false affidavit in such an action was held to be an offence under sec. 7 of the Commissioners for Oaths Act, 1889, repealed by the present Act (*R.* v. *Castiglione*, 1912, 106 L. T. 1023). The question whether the statement is material is one of law for the Court of trial.

False statements not in a judicial proceeding.—Any person who is required or authorised to make a statement on oath for any purpose, and who, being lawfully sworn, not in a judicial proceeding, wilfully makes a statement, material for that purpose, which he knows to be false, or does not believe to be true, or who wilfully uses a false affidavit for the purpose of the Bills of Sale Act, 1878, as amended by subsequent Acts, is guilty of a misdemeanour and is liable on conviction or indictment to penal servitude not exceeding seven years, or to imprisonment, with or without hard labour, not exceeding two years, or to a fine, or to both such penal servitude or imprisonment and fine (s. 2).

Statements with reference to marriage.—It is a misdemeanour, punishable as above, knowingly and wilfully to make a false oath, or to make or sign a false declaration, notice or certificate required under any Act of Parliament relating to marriage, for the purpose of procuring a marriage, or a certificate or licence for marriage; or knowingly and wilfully to make or cause to be made, for the purpose of being inserted in any register of marriage, a false statement as to any particular required by law to be known and registered; or to forbid the issue of any certificate or licence by falsely representing oneself to be a person whose consent to the marriage is required by law, knowing such representation to be false.

A prosecution for knowingly and wilfully making a false declaration in order to procure a marriage out of the district in which the parties, or one of them, dwell, is not to take place more than eighteen months after the marriage has taken place (s. 3).

Statements as to births and deaths.—If any person wilfully makes a false answer to any question put by a registrar of births or deaths relating to particulars required to be registered, or wilfully gives a registrar false information of a birth or death or the cause of a death; or wilfully makes a false certificate or declaration under or for the purposes of any Act relating to the registration of births or deaths, or, knowing such certificate or declaration to be false, uses it, or gives or sends it to any person as true; or wilfully makes, gives or uses a false statement or declaration as to a child born alive as having been stillborn, or as to the body of a deceased person or a stillborn child in any coffin, or falsely pretends that any child born alive was stillborn; or makes any false statement with intent to have the same inserted in any register of births or deaths; he is guilty of a misdemeanour: penalty—on indictment, penal servitude not exceeding seven years, or imprisonment, with or without hard labour, not exceeding two years, or a fine instead of either of the above punishments: on summary conviction—fine not exceeding £10.

Prosecutions under this section must be commenced within three years of the offence (s. 4).

Statutory declarations, etc.—It is a misdemeanour punishable on indictment with imprisonment, with or without hard labour, not exceeding two years, or with a fine, or both, knowingly and wilfully to make, not on oath, a statement false in any material particular in a statutory declaration, or in an abstract, account, balance-sheet, book, certificate, declaration, entry, estimate, inventory, notice, report, return, or other document which the accused is authorised or required to make, attest, or verify by a public general Act of Parliament; or in any oral declaration or answer which he is required to make under any public general Act of Parliament (s. 5).

Declarations as to vocations.—It is a misdemeanour for any person by wilfully making or producing or causing to be made or produced, either verbally or in writing, any declaration, certificate, or representation which he knows to be false or fraudulent, to procure or attempt to procure himself to be registered on any register or roll kept under any public general Act of Parliament of persons qualified by law to practise any vocation or calling; or to procure or attempt to procure a certificate of the registration of any person on any such register or roll: penalty on conviction on indictment—imprisonment not exceeding twelve months, or fine, or both (s. 6).

Aiding, etc.—Every person aiding, abetting, counselling, procuring or suborning another to commit an offence under the Act is liable as a principal offender. Every person who incites or attempts to procure or suborn another to commit an offence under the Act is guilty of a misdemeanour, and is liable on conviction on indictment to imprisonment or fine, or both (s. 7).

Venue.—If any offence against the Act, or any other offence punishable as perjury or as subornation of perjury under any other Act, is committed outside the United Kingdom, whether on land or sea, the offender may be proceeded against, indicted, tried and punished in any county or place in England where he is apprehended or is in custody, as if the offence had been committed in that county or place, and the offence is deemed to have been committed in that county or place for all purposes incidental to or consequential on the trial or punishment of the offence (s. 8).

Power to direct prosecution.—A judge of or person presiding in a Court of record, a petty sessional Court, a justice of the peace sitting in special sessions, a sheriff or his lawful deputy before whom a writ of inquiry or a writ of trial is executed, may, if of opinion that any person has been guilty of perjury in a proceeding before such authority, order his prosecution if there appear reasonable cause for such prosecution, and may commit him, or admit him to bail, and may require any person to enter into a recognizance to prosecute or give evidence, and may give the person so bound to prosecute a certificate of the order for the prosecution, for which certificate no charge is to be made. An order to prosecute or a certificate given under the section must not be given in evidence in the resulting prosecution (s. 9).

Quarter Sessions.—Offences under the Act and offences declared to be perjury by any other Act, or punishable as perjury or subornation, are not triable at Quarter Sessions (s. 10).

Vexatious Indictments Act.—The Vexatious Indictment Act, 1859, and amending Acts apply to offences punishable under the Act and also to all other offences declared to be or made punishable as perjury or subornation of perjury under any other Act (s. 11).

Indictment.—In an indictment for making a false statement or false representation punishable under the Act, or for unlawfully, wilfully, falsely, fraudulently, deceitfully, maliciously, or corruptly taking, making, signing, or subscribing any oath, affirmation, solemn declaration, statutory declaration, affidavit, deposition, notice, certificate, or other writing, it is sufficient to set forth the substance of the offence, and before which Court or person the offence was committed without setting forth the proceedings or any part of them in the course of which the offence was committed, and without setting forth the authority of the Court or person.

In an indictment for aiding, abetting, counselling, suborning, or procuring any other person to commit any of the above-mentioned offences, or for conspiring with any other person, or for attempting to suborn or procure any other person to commit any such offence, it is sufficient where the offence has been committed to allege the offence, and then to allege that the defendant procured the commission of the offence, and where the offence has not been committed, to set forth the substance of the offence charged without setting forth any matter or thing which it is unnecessary to aver in the case of an indictment for a false statement or representation (see *supra*) (s. 12).

Corroboration.—A person cannot be convicted for an offence under the Act, or for any offence declared by any other Act to be perjury or subornation of perjury, or to be punishable as such on the uncorroborated evidence of one witness as to the falsity of any statement (s. 13).

Proof of proceedings.—On a prosecution for perjury alleged to have been committed on the trial of an indictment for felony or misdemeanour, or for procuring or suborning the commission of perjury on any such trial, the fact of the former trial is sufficiently proved by the production of a certificate containing the substance and effect, omitting the formal parts, of the indictment and trial purporting to be signed by the clerk of the Court, or other person having the custody of the records of the Court, or by the deputy of that clerk or other person, without proof of the signature or official character of such clerk or other person (s. 14).

Interpretation.—For the purposes of the Act the forms and ceremonies used in administering an oath are immaterial, if the Court or person before whom the oath is taken has power to administer an oath for the purpose of verifying the statement in question, and if the oath has been administered in a form and with ceremonies which the person taking the oath has accepted without objection, or has declared to be binding on him.

"Oath" in the case of persons allowed to affirm instead of swearing includes "affirmation" and "declaration." "Swear" in these cases includes "affirm" and "declare."

"Statutory declaration" means a declaration made by virtue of the Statutory Declarations Act, 1835, or of any Act, Order in Council, rule or regulation applying or extending the provisions of that Act.

"Indictment" includes "criminal information" (s. 15).

Savings.—Where the making of a false declaration is not only an offence under the Act, but also under some other Act, is a corrupt practice or renders the offender liable to any forfeiture or disqualification or penalty, other than penal servitude, imprisonment or fine, the punishment under the Act is in addition to and not in substitution for the liability under the other Act.

The Act does not apply to statements made by a child, not under oath, under the Prevention of Cruelty to Children Act, 1904, and the Children Act, 1908.

In cases where the making of a false statement is made punishable on summary conviction under any other Act, whether passed before or after the Perjury Act, proceedings may be taken either under the Perjury Act or such other Act. If, however, the other Act was passed before January 1, 1912, and makes the offence punishable only on summary conviction, it is still only so punishable (s. 16).

The Act came into force on January 1, 1912 (s. 19), and does not apply to Scotland or Ireland (s. 18).

By sec. 17 the following Acts are repealed:—

ENACTMENTS REPEALED.

NOTE.—*Column* 3 *is framed from the notes printed on the copies of the Bill submitted to both Houses of Parliament.*

Session, Chapter, and Title or Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
32 Hen. 8, c. 9. Agenst maintenaunce and embracery byeng of titles, &c.	In section three, the words "or "suborne any witnes by ƚres, "rewardis, promises, or by any "other sinistre labour or "meanes," and the words "or "to the procurement or occasion "of any manner of p̃jury by "false verdict or otherwise."	S. 7.
5 Eliz. c. 9. An Act for the Punyshement of suche persones as shall procure or comit any wyllful Perjurye.	The whole Act.	Ss. 1, 7.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
1 Anne stat. 2, c. 9. An Act for punishing of Accessories to feloneys and Receivers of stolen Goods, and to prevent the wilful burning and destroying of Ships.	Section three from " and if con-" victed " to the end of the section.	S. 1.
12 Geo. 1, c. 29. Frivolous Arrests Act, 1725.	In section four, the words " or of " wilful and corrupt perjury or " of subornation of perjury."	Not reproduced.
2 Geo. 2, c. 25. Perjury Act, 1728.	The whole Act.	Ss. 2, 4, covered by s. 1.
24 Geo. 3, sess. 2, c. 25. East India Company Act, 1781.	Section seventy-five from " and if " any such witness " to the end of the section.	Ss. 1 (5), 8.
42 Geo. 3, c. 85. Criminal Jurisdiction Act, 1802.	Section five.	Ss. 1, 18, 17.
42 Geo. 3, c. 116. Land Tax Redemption Act, 1802.	Section one hundred and ninety-three.	Ss. 1, 2.
48 Geo. 3, c. 149. Probate and Legacy Duties Act, 1808.	Section thirty-seven from " and " if any person or persons " making any such affidavit " to the end of the section.	S. 2.
54 Geo. 3, c. 159. Harbours Act, 1814.	Section twenty-five.	S. 1.
56 Geo. 3, c. 46. Civil List Audit Act, 1816.	Section eleven.	S. 1.
1 & 2 Geo. 4, c. 121. Commissariat Accounts Act, 1821.	Section twenty-eight.	Ss. 1 (5), 8, 17.
3 Geo. 4, c. 114. Hard Labour Act, 1822.	In section one, the words " wilful " and corrupt perjury or of " subornation of perjury."	Ss. 1, 7.
7 Geo. 4, c. 16. Chelsea and Kilmainham Hospitals Act, 1826.	Section twenty-eight.	S. 2.
7 Geo. 4, c. 46. Country Bankers Act, 826.	Section eighteen from " and if " any such secretary " to the end of the section.	S. 2.
7 & 8 Geo. 4, c. 53. Excise Management Act, 1827.	Section thirty-one.	Ss. 2, 5, 7.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
10 Geo. 4, c. 24. Government Annuities Act, 1829.	Section forty-four.	Ss. 2, 5.
10 Geo. 4, c. 50. Crown Lands Act, 1829.	Section eighty-three.	Ss. 1, 2, 17.
1 Will. 4, c. 22. Evidence on Commission Act, 1831.	Section seven from "and if upon "such oath or affirmation" to the end of the section.	Ss. 1, 8.
2 & 3 Will. 4, c. 53. Army Prize Money Act, 1832.	Section forty-five. In section forty-six, the words "the offence of taking a false "oath or suborning any person "so to do or." Section forty-nine from "or shall "knowingly take a false oath" to "other military service."	Ss. 1, 2. Ss. 1, 2, 7, 8. S. 2.
3 & 4 Will. 4, c. 41. Judicial Committee Act, 1833.	Section nine from "and every "such witness" to the end of the section.	S. 1.
3 & 4 Will. 4, c. 49. Quakers and Moravians Act, 1833.	Section one from "and if any "such person" to "notwith-"standing."	Ss. 1, 2, 15.
5 & 6 Will. 4, c. 62. Statutory Declarations Act, 1835.	Section five. Section twelve from "and all and "every" to the end of the section. Section eighteen from "and if "any declaration" to the end of the section. Section twenty-one.	S. 5.
6 & 7 Will. 4, c. 71. Tithe Act, 1836.	Section ninety-three from the beginning of the section to "penalties of perjury, and."	S. 1.
6 & 7 Will. 4, c. 86. Births and Deaths Registration Act, 1836.	Section forty-one.	S. 3.
1 & 2 Vict. c. 77. Quakers and Moravians Act, 1838.	Section one from "and if any "such person" to "are or shall "be subject."	Ss. 1, 2, 5, 15.
1 & 2 Vict. c. 105. Oaths Act, 1838.	In section one, the word "either" and the words "or a witness or "a deponent" and from "and "every such person" to the end of the section.	S. 15 (1).
2 & 3 Vict. c. 71. Metropolitan Police Courts Act, 1839.	Section twenty-three.	S. 1.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
3 & 4 Vict. c. 18. Tobacco Act, 1840.	Section ten from "and if such "declaration" to the end of the section.	S. 5.
3 & 4 Vict. c. 72. Marriage Act, 1840.	Section four.	S. 3.
3 & 4 Vict. c. 86. Church Discipline Act, 1840.	Section eighteen from "and "every such witness" to the end of the section.	S. 1.
3 & 4 Vict. c. 97. Railway Regulation Act, 1840.	Section four.	S. 5.
5 & 6 Vict. c. 29. Pentonville Prison Act, 1842.	Section twenty-seven.	S. 1.
5 & 6 Vict. c. 35. Income Tax Act, 1842.	Section one hundred and eighty.	Ss. 1, 2, 5, 8.
5 & 6 Vict. c. 38. Quarter Sessions Act, 1842.	In section one, the following words:— "6. Perjury and suborna-"tion of perjury: "7. Making or suborning any "other person to make a false "oath, affirmation, or declara-"tion, punishable as perjury or "as a misdemeanour:"	S. 10.
6 & 7 Vict. c. 18. Parliamentary Voters Registration Act, 1843.	In section forty-one, the words "and every person taking any "oath or affirmation under this "Act who shall wilfully swear "or affirm falsely shall be "guilty of perjury."	S. 1.
	In section eighty-one, the words "and if any person shall wilfully "make a false answer to either "of the questions aforesaid he "shall be deemed guilty of a "misdemeanour, and shall and "may be indicted and punished "accordingly."	S. 5.
8 & 9 Vict. c. 18. Land Clauses Consolidation Act, 1845.	Section one hundred and forty-nine.	S. 1.
8 & 9 Vict. c. 20. Railways Clauses Consolidation Act, 1845.	Section one hundred and sixty.	S. 1.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
8 & 9 Vict. c. 18. Inclosure Act, 1845.	In section one hundred and sixty-four, the words "shall wilfully "give false evidence, or shall "make or subscribe a false "declaration for the purposes "of this Act, or."	Ss. 1, 2, 5.
10 & 11 Vict. c. 14. Markets and Fairs Clauses Act, 1847.	Section fifty-seven.	S. 1.
10 & 11 Vict. c. 15. Gas Works Clauses Act, 1847.	Section forty-four.	S. 1.
10 & 11 Vict. c. 16. Commissioners Clauses Act, 1847.	Sections thirteen and one hundred and eight.	Ss. 1, 5.
10 & 11 Vict. c. 17. Waterworks Clauses Act, 1847.	Section eighty-nine.	S. 1.
10 & 11 Vict. c. 27. Harbours, Docks, and Piers Clauses Act, 1847.	Section ninety-six.	S. 1.
10 & 11 Vict. c. 34. Towns Improvement Clauses Act, 1847.	Section two hundred and thirteen.	S. 1.
10 & 11 Vict. c. 65. Cemeteries Clauses, Act, 1847.	Section sixty-five.	S. 1.
10 & 11 Vict. c. 69. House of Commons Costs Taxation Act, 1847.	Section five from "and any "person" to the end of the section.	S. 1.
10 & 11 Vict. c. 89. Town Police Clauses Act, 1847.	Section seventy-six.	S. 1.
10 & 11 Vict. c. 109. Poor Law Board Act, 1847.	Section twenty-six from the beginning of the section to "penalties of perjury; and."	Ss. 1, 5.
11 & 12 Vict. c. 46. Criminal Procedure Act, 1848.	Section four from "both with "regard" to "and otherwise."	Not reproduced.
12 & 13 Vict. c. 45. Quarter Sessions Act, 1849.	Section ten from "both with "regard" to "and otherwise."	Not reproduced.
12 & 13 Vict. c. 78. House of Lords Costs Taxation Act, 1849.	Section five from "and any "person" to the end of the section.	S. 1.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
14 & 15 Vict, c. 100. Criminal Procedure Act, 1851.	In section one, the words "both "with respect to the liability "of witnesses to be prosecuted "for perjury and otherwise." Sections nineteen, twenty, twenty-one, and twenty-two.	S. 1, not reproduced. S. 19, reproduced in s. 9, ss. 20, 21, in s. 12, and s. 22 in s. 14.
15 & 16 Vict. c. 56. Pharmacy Act, 1852.	Section sixteen from "shall wil-"fully" to "under this Act or."	S. 6.
15 & 16 Vict. c. 57. Election Commissioners Act, 1852.	Section thirteen.	S. 1.
16 & 17 Vict. c. 45. Government Annuities Act, 1853.	Section thirty-two.	S. 5.
16 & 17 Vict. c. 137. Charitable Trusts Act, 1853.	Section thirteen.	S. 1.
19 & 20 Vict. c. 54. Grand Juries Act, 1856.	In section one, the words "and "every person taking any oath "or affirmation in support of "any bill of indictment who "shall wilfully swear or affirm "falsely shall be deemed guilty "of perjury."	S. 1.
19 & 20 Vict. c. 113. Foreign Tribunals Evidence Act, 1856.	Section three from "and if upon "such oath" to the end of the section.	Ss. 1, 8.
19 & 20 Vict. c. 119. Marriage and Registration Act, 1856.	Section two from "and every "person who shall knowingly" to the end of the section; and section eighteen.	S. 3.
20 & 21 Vict. c. 85. Matrimonial Causes Act, 1857.	Section fifty.	S. 1.
21 & 22 Vict. c. 78. Parliamentary Witnesses Act, 1858.	Section three.	S. 1.
21 & 22 Vict. c. 90. Medical Act, 1858.	Section thirty-nine.	S. 6.
22 Vict. c. 20. Evidence by Commission Act, 1859.	Section two.	Ss. 1, 8.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
22 & 23 Vict. c. 17. Vexatious Indictments Act, 1859.	In section one the words "perjury, "subornation of perjury."	S. 11.
24 & 25 Vict. c. 10. Admiralty Court Act, 1861.	Section twenty-six from "and any "person" to the end of the section.	S. 1.
24 & 25 Vict. c. 53. University Elections Act, 1861.	In section five, the words "falsely "making any such declaration as "aforesaid, or such declaration "as is contained in the Schedule, "or," and the words "and "any person wilfully making "a false answer to any question "put to him by the returning "or other officer as herein-"before provided."	Ss. 2, 5.
25 & 26 Vict. c. 53. Land Registry Act, 1862.	In section one hundred and five, the words "make or assist or "join in or be privy to the "making of any material false "statement or representation, "or."	S. 5.
25 & 26 Vict. c. 67. Declaration of Title Act, 1862.	In section forty-four, the words "make or assist or join in or be "privy to the making of any "material false statement or "representation or."	Ss. 1, 5, 7.
25 & 26 Vict. c. 103. Union Assessment Committee Act, 1862.	In section forty, the words "or "who upon any examination "before any such committee "wilfully gives false evidence."	S. 5.
26 & 27 Vict. c. 87. Trustee Savings Banks Act, 1863.	Section forty-nine from "and if "upon such oath" to the end of the section.	Ss. 1, 2.
27 & 28 Vict. c. 25. Naval Prize Act, 1864.	Section fifty.	Ss. 1, 7, 8.
27 & 28 Vict. c. 114. Improvement of Land Act, 1864.	Section five.	S. 5.
28 & 29 Vict. c. 36. County Voters, Registration Act, 1865.	In section eleven, the words "and "any person knowingly and "wilfully making any false "statement of fact in such "declaration."	S. 5.
29 & 30 Vict. c. 62. Crown Lands Act, 1866.	Section twenty-nine.	Ss. 1, 2.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
29 & 30 Vict. c. 108. Railway Companies Securities Act, 1866.	In section seventeen, the words "on conviction thereof on indictment to fine or imprisonment, or," so far as relates to indictable offences under section sixteen of the same Act.	S. 5.
29 & 30 Vict. c. 109. Naval Discipline Act, 1866.	Section sixty-seven from "and "where any such offence" to the end of the section.	Ss. 1, 8.
30 & 31 Vict. c. 84. Vaccination Act, 1867.	Section thirty from "and every "person" to the end of the section.	S. 5.
30 & 31 Vict. c. 136. Parliamentary Costs Act, 1867.	Section two.	S. 1.
31 & 32 Vict. c. 24. Capital Punishment Amendment Act, 1868.	Section nine.	S. 5.
31 & 32 Vict. c. 45. Sea Fisheries Act, 1868.	Section thirty-two from "and any "person who wilfully" to "guilty of perjury."	Ss. 1, 8.
31 & 32 Vict. c. 71. County Courts Admiralty Jurisdiction Act, 1868.	Section nineteen from "and any "person" to the end of the section.	S. 1.
31 & 32 Vict. c. 119. Regulation of Railways Act, 1868.	In section five, the words "on "conviction thereof on indictment to fine and imprisonment, or."	S. 5.
	In section eight, the words "Any "person who, when so examined "on oath, makes any false "statement, knowing the same "to be false, shall be guilty of "perjury."	S. 1.
31 & 32 Vict. c. 121. Pharmacy Act, 1868.	Section fourteen from "and any "person who shall" to "assisting him therein."	S. 6.
31 & 32 Vict. c. 135. Parliamentary Elections Act, 1868.	In section thirty-one, the words "and shall be subject to the "same penalties for perjury."	S. 1.
32 & 33 Vict. c. 111. Bishops' Resignation Act, 1869.	In section six, the words "and "any person, when examined "by such persons, who wilfully "makes a false statement, "whether on oath or not, shall "be guilty of a misdemeanour."	Ss. 1, 5.

Enactments Repealed—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
33 & 34 Vict. c. 102. Naturalization Oath Act, 1870.	Section two.	S. 5.
34 & 35 Vict. c. 36. Pensions Commutation Act, 1871.	In section nine, the words "shall "be deemed to be guilty of a "misdemeanour and" and the words "and to be imprisoned "for any term not exceeding "two years with or without "hard labour."	Ss. 5, 16 (1).
34 & 35 Vict. c. 78. Regulation of Railways Act, 1871.	In section ten, the words "on "conviction thereof on indictment to fine and imprisonment, or."	S. 5.
34 & 35 Vict. c. 83. Parliamentary Witnesses' Oaths Act, 1871.	In section one, the words "Any "person examined as aforesaid "who wilfully gives false evidence shall be liable to the "penalties of perjury."	S. 1.
35 & 36 Vict. c. 8. Deans' and Canons' Resignation Act, 1872.	Section four from "and any "person" to "guilty of a misdemeanour."	Ss. 1, 5.
35 & 36 Vict. c. 93. Pawnbrokers Act, 1872.	Section twenty-nine from "If any "person makes a declaration" to the end of the section.	S. 5.
36 & 37 Vict. c. 60. Extradition Act, 1873.	Section five from "Every person "who" to "perjury."	S. 1.
37 & 38 Vict. c. 88. Births and Deaths Registration Act, 1874.	In section forty, subsection one: and, in subsection two, the words "wilfully makes any "false certificate or declaration "under or for the purposes of "this Act or": and subsections three and four.	S. 4.
38 & 39 Vict. c. 55. Public Health Act, 1875.	Section two hundred and sixty-three.	S. 1.
38 & 39 Vict. c. 87. Land Transfer Act, 1875.	Section one hundred and one.	Ss. 1, 2, 5.
38 & 39 Vict. c. 89. Public Works Loans Act, 1875.	Section forty-four from "when "examined" to "false evidence or."	S. 1.
39 & 40 Vict. c. 36. Customs Consolidation Act, 1876.	Section thirty-six from "and any "witness" to "penalties "thereof."	S. 1.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
41 & 42 Vict. c. 26. Parliamentary and Municipal Registration Act, 1878.	In section twenty-five, the words "or knowingly and wilfully "makes any false statement of "fact in any declaration of the "nature aforesaid."	S. 5.
41 & 42 Vict. c. 31. Bills of Sale Act, 1878.	Section seventeen from "Whoever" to the end of the section.	S. 2.
41 & 42 Vict. c. 33. Dentists Act, 1878.	Section thirty-five.	S. 6.
43 & 44 Vict. c. 19. Taxes Management Act, 1880.	In section sixty-three, the words "If any person wilfully and "corruptly makes a false statement in any such oath of "service he shall be guilty of "misdemeanour, and shall be "liable to imprisonment for "six months with or without a "fine not exceeding fifty pounds" (being subsection four of the said section).	S. 2.
43 & 44 Vict. c. 41. Burials Act, 1880.	In section ten, the words "any "person who shall wilfully "make any false statement in "such certificate and."	S. 5.
44 & 45 Vict. c. 62. Veterinary Surgeons Act, 1881.	Section eleven.	S. 6.
45 & 46 Vict. c. 37. Corn Returns Act, 1882.	In section twelve, the words "false or."	S. 5.
45 & 46 Vict. c. 50. Municipal Corporations Act, 1882.	In section fifty-nine, the words "If any person wilfully makes "a false answer thereto he shall "be guilty of a misdemeanour" (being subsection three of the said section).	S. 5.
	In section ninety-four, the words "and shall be liable to the same "penalties for perjury."	S. 1.
45 & 46 Vict. c. 51. Government Annuities Act, 1882.	Section eleven from "If a person" to "twelve months" (being subsection three of the said section).	S. 5.
46 & 47 Vict. c. 51. Corrupt and Illegal Practices Prevention Act, 1883.	In section thirty-three, subsection seven, the words "and on con-"viction thereof on indictment "shall be liable to the punish-"ment for wilful and corrupt "perjury."	Ss. 5, 16.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
47 & 48 Vict. c. 54. Yorkshire Registries Act, 1884.	Section forty-seven.	Ss. 1, 2.
47 & 48 Vict. c. 70. Municipal Elections (Corrupt and Illegal Practices) Act, 1884.	In section twenty-one, subsection five, the words "and on conviction thereof on indictment "shall be liable to the punishment for wilful and corrupt "perjury."	Ss. 5, 16
48 & 49 Vict. c. 54. Pluralities Act Amendment Act, 1885.	Section seven from "and every "witness" to the end of the section.	S. 1.
50 & 51 Vict. c. 28. Merchandise Marks Act, 1887.	In section eight, subsection three, the words "on conviction on "indictment to the penalties "of perjury and."	Ss. 5, 16.
50 & 51 Vict. c. 47. Trustee Savings Banks Act, 1887.	In section two, the words "If any "person on examination on "oath or affirmation under this "section wilfully gives false "evidence, he shall be liable to "the penalties for perjury" (being subsection five of the said section).	S. 1.
51 & 52 Vict. c. 46. Oaths Act, 1888.	Section one from "and if any "person" to the end of the section.	Ss. 1, 3, 15 (2).
52 & 53 Vict. c. 10. Commissioners of Oaths Act, 1889.	Section seven.	Ss. 1, 2, 5.
52 & 53 Vict. c. 49. Arbitration Act, 1889.	Section twenty-two.	S. 1.
54 & 55 Vict. c. 70. Markets and Fairs (Weighing of Cattle) Act, 1891.	In section three, the words "false "or."	S. 5.
55 & 56 Vict. c. 23. Foreign Marriage Act, 1892.	Section fifteen.	Ss. 3, 8.
57 & 58 Vict. c. 46. Copyhold Act, 1894	In section fifty-four, the words "If any person wilfully gives "false evidence in any proceeding under this Act he shall be "guilty of perjury" (being subsection five of the said section).	S. 1.
59 & 60 Vict. c. 25. Friendly Societies Act, 1896.	In section eighty-seven, the words "false or."	S. 5.

ENACTMENTS REPEALED—*continued.*

Session, Chapter, and Short Title.	Extent of Repeal.	How reproduced or otherwise dealt with.
61 & 62 Vict. c. 48. Benefices Act, 1898.	Section one from "For the de-"claration" to "perjury" (being subsection four of the said section).	S. 5.
62 & 63 Vict. c. 23. Anchors and Chain Cables Act, 1899.	In section thirteen, the words or "(iii) make any false statement "in a certificate of proof."	S. 5.
2 Edw. 7, c. 8. Cremation Act, 1902.	In section eight, subsection two, the words "declaration or."	S. 5.
2 Edw. 7, c. 17. Midwives Act, 1902.	Section eleven.	S. 6.
6 Edw. 7, c. 40. Marriage with Foreigners Act, 1906.	Section one from "If a person "knowingly" to "country or "place" (being subsection two of the said section).	S. 3.
7 Edw. 7, c. 24. Limited Partnerships Act, 1907.	Section twelve.	S. 5.
8 Edw. 7, c. 28. Agricultural Holdings Act, 1908.	Section thirteen from "Any per-"son who" to "punished accord-"ingly" (being subsection five of the said section).	S. 1.
8 Edw. 7, c. 53. Law of Distress Amendment Act, 1908.	Section one from "and if any "under tenant" to the end of the section.	S. 5.
8 Edw. 7, c. 69. Companies (Consolidation) Act, 1908.	Section two hundred and eighteen: and, in section two hundred and eighty-one, the words "on con-"viction on indictment to im-"prisonment for a term not "exceeding two years, with or "without hard labour, and," and the words "in either case."	S. 218 covered by s. 1 and s. 281 by s. 5.
9 Edw. 7, c. 49. Assurance Companies Act, 1909.	In section twenty-four, the words "on conviction on indictment "to fine and imprisonment, "or."	S. 5.

55. ——. An arbitration under the Workmen's Compensation Act, 1906, before a County Court judge is a judicial proceeding, and a witness giving false evidence may be prosecuted (*R.* v. *Crossley*, [1909] 1 K. B. 411; 78 L. J. K. B. 299).

57. ——. A person cannot be convicted of the common law misdemeanour of taking a false oath before a tribunal which has not authority to administer an oath (*R.* v. *Shaw*, 1911, 104 L. T. 112).

64. Perpetuity.—The rule as to perpetuities does not apply to the powers or remedies given by sec. 44 of the Conveyancing Act, 1881, nor to similar powers or remedies conferred by any instrument for recovering or compelling payment of an annual sum within the meaning of the section (Conveyancing Act, 1911, s. 6 (1)).

64. ——. A testator was tenant for life in possession of an estate called the Wormsley estate. He was also owner in fee of an estate in Dorsetshire. By his will, dated in 1868, he devised his Dorsetshire estate to trustees upon trust to pay the rents and profits to his wife during her life, and after her decease upon trust to raise two sums of £4000, and, subject as aforesaid, upon trust to assure the estates "to such uses for such estates and with and subject to such powers and provisioes as under and by virtue of" two deeds of July 5, 1854, and February 26, 1859, "and all mesne assurances, acts, and operations of law" should at the time of the death of his wife be subsisting and capable of taking effect of and concerning the Wormsley estate. Shortly after the testator's death there was a re-settlement of the Wormsley estate. But at the death of his widow in 1912, it turned out that there was nothing in the then subsisting uses, powers, and provisoes of the Wormsley estate which, if inserted in the testator's will of 1868, would have given rise to the objection on the ground of remoteness. It was held that the referential devise of the Dorsetshire estate was not void for remoteness (*In re Fane; Fane* v. *Fane*, [1913] 1 Ch. 404; 82 L. J. Ch. 225).

64. ——. See *In re Norton; Norton* v. *Norton*, [1911] 2 Ch. 27; 80 L. J. Ch. 119.

65. ——. Where a will creates limitations which are to take effect on the failure or determination of an estate tail, such limitations do not offend against the rule against perpetuities, if the persons entitled and the shares to which they are entitled must necessarily be determined within a life in being at the death of the testator and twenty-one years, even though they cannot be ascertained at the time when the estate tail actually fails or determines (*In re Haygarth; Wickham* v. *Holmes*, [1912] 1 Ch. 510; 81 L. J. Ch. 255).

66. ——. In *In re Hume; Public Trustee* v. *Mabey*, [1912] 1 Ch. 693; 81 L. J. Ch. 382, Parker, J., laid down the following rules as to the construction of the gifts of a will in order to decide whether they offend against the rule as to perpetuities: "In considering a question of this sort the proper course is first to construe the gifts according to the ordinary canons of construction, and then to consider whether any part of it as so construed offends against the perpetuity rule. It is not permissible to construe the gift otherwise than according to its natural meaning because if construed according to its natural meaning it would offend against the rule, though possibly if the gift might equally well be construed in two ways, one of which only would offend against the rule, the Court might because of the rule be led to adopt the other rule." Parker, J., further laid down that the creation in trustees of a mere discretionary power to apply the income of an expectant share for the maintenance or benefit of the beneficiary, with a direction to accumulate the income not so applied for the benefit of the persons who ultimately attain a vested interest in the share in question, does not vest a gift originally given upon attaining a specified age.

67. ——. For an example of an executory interest in land held void for remoteness, see *Edwards* v. *Edwards*, [1909] A. C. 275; 78 L. J. Ch. 504.

68. ——. A devise to executors of real estate on trust to pay off a mortgage by instalments and then for sale is void for remoteness (*In re Bewick; Ryle* v. *Ryle*, [1911] 1 Ch. 116; 80 L. J. Ch. 47).

69. ——. *London and South-Western Railway* v. *Gomm*, 1882, 20 Ch. D. 562; 51 L. J. Ch. 193, 530, was distinguished in *South-Eastern Railway* v. *Associated Portland Cement Manufacturers*, [1910] 1 Ch. 12; 79 L. J. Ch. 150, where it was held that the reservation in a conveyance to a railway company of the right to make a tunnel under the line at any time was a personal covenant by the company and did not offend against the rule against perpetuities.

75. ——. A gift over, dependent on the existence of a power of appointment which may be but has not been exercised in such a way as to make the gift over offend against the rule against perpetuities, is not necessarily bad (*In re Davies and Kent's Contract*, [1910] 2 Ch. 35; 79 L. J. Ch. 689).

75. ——. After *Attenborough* v. *Attenborough*, 1855, 1 K. & J. 296, add a reference to *In re De Sommery; Coelenbier* v. *De Sommery*, [1912] 2 Ch. 622; 82 L. J. Ch. 617.

75. ——. In *In re Da Costa; Clarke* v. *Church of England Collegiate School of St. Peter*, [1912] 1 Ch. 337; 81 L. J. Ch. 293), a testator devised land in Australia to a collegiate school, subject to an express condition that the council of the school should publish an annual statement of payments and receipts. In default there was a gift over to such person or persons as the Governor of South Australia should direct. It was held that the gift over was not a good charitable gift, and that the condition was void as offending against the rule against perpetuities. The council of the school were therefore held to be entitled to a conveyance of the land freed from the condition.

76. ——. A will creating legal limitations of realty in strict settlement contained a provision that during the minority of any tenant for life or tenant in tail the trustees were to enter into possession of the rents and profits: the provision was held to infringe the rule against perpetuities, not being restricted to the minority of tenants in tail by purchase (*In re Earl of Stamford & Warrington; Payne* v. *Grey*, [1911] 1 Ch. 255; 80 L. J. Ch. 281). This decision was, however, reversed in the Court of Appeal on the ground that it was not necessary to imply any estate in the trustees ([1912] 1 Ch. 343; 81 L. J. Ch. 302).

79. **Persia.**—Add to the list of Orders conferring consular jurisdiction, the Foreign Jurisdiction (Probates) Order, 1908 (St. R. & O. 1908, p. 384). See also Foreign Jurisdiction (Admiralty) Order, 1910 (St. R. & O. 1910, No. 1183).

79. ——. The Persian Coast and Islands Order in Council, 1907, is amended by the Persian Coast and Islands (Amendment) Order in Council, 1912 (St. R. & O., 1912, No. 535).

94. **Petition.**—Line 22, *for* "37 Ch. D.," *read* "28 Ch. D."

97. **Petition of Right.**—A declaratory judgment may be made against the Attorney-General as representing the Crown, and a plaintiff is not bound to proceed by petition of right (*Dyson* v. *Att.-Gen.*, [1911] 1 K. B. 410; 80 L. J. K. B. 531; [1912] 1 Ch. 158; 81 L. J. K. B. 217).

111. Pews.—The allotment of seats in the body of the church is vested in the churchwardens subject to the control of the Ordinary. The allottees are entitled to occupy their seats at all ordinary services prescribed by the rubrics. These services include Sunday morning and evening services, early Sunday service for the administration of Holy Communion, ordinary services on Christmas Day, Ash Wednesday, and Good Friday, and any other ordinary services held in the church. Allotted seats must be reserved up to the commencement of service (*Claverley* (*Vicar*) v. *Claverley* (*Parishioners*), [1909] P. 195).

115. Picture.—As to *Challoner* v. *Robinson*, [1908] 1 Ch. 49, see now Law of Distress Amendment Act, 1908; *sub tit.* DISTRESS herein.

117. Pilots; Pilotage.—The Pilotage Act, 1913, 2 & 3 Geo. v. c. 31, consolidates and amends the law as to pilotage.

Part I. (secs. 1–6) deals with the revision and reorganisation of pilotage.

Part II. deals with the general pilotage law. By sec. 7 the Board of Trade may, by a Pilotage Order,—(*a*) make such rearrangement of pilotage districts and pilotage authorities as the Board think necessary or expedient; and (*b*) establish new pilotage districts and new pilotage authorities and abolish existing pilotage districts and existing pilotage authorities in cases where it appears to the Board necessary or expedient; and (*c*) define the limits of pilotage districts, distinguishing as respects any pilotage district in part of which pilotage is compulsory and in part of which pilotage is not compulsory, the part of the district in which pilotage is compulsory; and (*d*) provide for the incorporation of any pilotage authority, and make such alteration in the constitution of any pilotage authority with reference to their powers and duties as pilotage authority, and such provisions as to the appointment of committees (including, if it is thought fit, persons not members of the authority), and as to the relations between the authority and the committee, as the Board think necessary or expedient; and (*e*) empower a pilotage authority to delegate to a committee thereof any of its powers and duties, and provide, if it seems necessary or desirable, that the decisions of the committee on questions so delegated shall not require confirmation by the pilotage authority; and (*f*) make such provision for the direct representation of pilots and shipowners on any pilotage authority or committee of a pilotage authority as the Board think necessary or expedient; and (*g*) in cases where a pilotage authority have powers and duties as to other matters as well as pilotage, provide for their accounts as pilotage authority being kept separate from their accounts in relation to other matters; and (*h*) provide that pilotage shall be compulsory in any area where it has previously not been compulsory, or provide, in connection with any rearrangement of a pilotage district, that pilotage shall be non-compulsory in any area where it has been compulsory, subject to provision being also made for the payment of compensation to the pilots concerned for any loss or damage which may be incurred by them in consequence of such rearrangement; and (*i*) authorise, where it appears expedient, any pilotage authority to make by-laws providing for the grant of certificates (in this Act referred to as deep sea certificates) certifying that persons are qualified to act as pilots of ships for any part of the sea or channels outside the district of any pilotage authority, so, however, that a pilot holding such a certificate shall not be entitled to supersede any other person as pilot of a ship; and (*j*) provide that any Act (other than this Act), order, charter, custom, by-law, regulation, or provision shall, so far as it relates to pilotage, cease to have effect within any pilotage district or as respects any pilotage authority, but may re-enact the whole or any part thereof so far as is not inconsistent with the provisions of this Act; and (*k*) provide for compensation being paid to any pilots for any loss or damage which may be incurred by them in consequence of any Order abolishing or re-arranging any pilotage districts; and (*l*) make any provisions which appear necessary or expedient for the purpose of giving full effect to the Order (subsec. (1)).

Provision is to be made by Pilotage Order for the direct representation of pilots either on the pilotage authority or on the committee of the pilotage authority of any district where there are not less than six licensed pilots, if a majority of the pilots licensed for the district signify in writing to the Board of Trade that they desire such representation, and, where such provision is made, provision shall also be made for the representation of shipowners, on the authority or committee, as the case may be (subsec. (2)). A Pilotage Order establishing a pilotage authority for any pilotage district is to provide for the representation on the pilotage authority of any dock or harbour authority having jurisdiction within the district which was represented on the pilotage authority for the district at the time of the passing of the Act, and which desires to be so represented (subsec. (3)).

A Pilotage Order cannot be made by the Board of Trade except—(*a*) for any of the purposes of Part I. of the Act; or (*b*) on the application in writing of any person interested in the pilotage of any pilotage district or in the operation of the laws relating to pilotage in that district or the administration of those laws (subsec. (4)).

A Pilotage Order requires confirmation by Parliament—(*a*) if it is an Order made for any of the purposes of Part I. of the Act; and (*b*) if, whatever the purpose for which it is made, a petition is presented to the Board of Trade against the Order by any person appearing to the Board of Trade to be interested in the administration of pilotage in the district within six weeks after the Order is published and the petition is not withdrawn (subsec. (5)). A Pilotage Order which does not require confirmation by Parliament shall have effect as if enacted in this Act (subsec. (6)). The provisions contained in the First Schedule to the Act have effect with respect to Pilotage Orders.

Pilotage Districts and Authorities.—For the purposes of the Act the districts established as pilotage districts under Pilotage Orders are pilotage districts, and the pilotage authorities are the pilotage authorities as constituted by Pilotage Orders made under the Act (8. (1)). Until otherwise provided by Pilotage Order, every pilotage district which was, at the time of the passing of the Act, a pilotage district continues to be a pilotage district, and every pilotage authority which was a pilotage authority at the time of the passing of the Act continues to be a pilotage authority (s. 8 (2)).

Advisory Committee.—The Board of Trade may appoint an advisory committee for the purpose of advising them with reference to the exercise of their powers or the performance of their duties, consisting of such persons as they may appoint, being pilots, shipowners, representatives of pilotage authorities, representatives of dock and harbour authorities, or other persons representing the interests principally affected, or having special knowledge of the subject-matter (s. 9 (1)).

Members of such committees receive out of moneys provided by Parliament such allowances and expenses as the Board of Trade may fix with the consent of the Treasury (s. 9 (2)).

Compulsory Pilotage.—Subject to the provisions of any Pilotage Order, pilotage continues to be compulsory in every pilotage district in which it was compulsory at the time of the passing of the Act, and continues not to be compulsory in every pilotage district in which it was not compulsory at the time of the passing of the Act, and subject to the provisions of the Act all exemptions from compulsory pilotage in force at the date of the passing of the Act cease to have effect (s. 10 (1)). References in the Act to a pilotage district in which pilotage is compulsory, in the case of a district in which pilotage is compulsory only in part of the district, are construed, if the context so requires, as references to that part of the district only (s. 10 (2)).

Every ship (other than an excepted ship) while navigating in a pilotage district in which pilotage is compulsory for the purpose of entering, leaving, or making use of any port in the district, and every ship carrying passengers (other than an excepted ship) while navigating for any such purpose as aforesaid in any pilotage district (whether pilotage is compulsory or not compulsory in that district) shall be either—(*a*) under the pilotage of a licensed pilot of the district; or (*b*) under the pilotage of a master or mate possessing a pilotage certificate for the district who is *bona fide* acting as master or mate of the ship (s. 11 (2)). If any ship (other than an excepted ship) in circumstances in which pilotage is compulsory under this section, is not under pilotage as required by this section, after a licensed pilot of the district has offered to take charge of the ship, the master of that ship is liable in respect of each offence to a fine not exceeding double the amount of the pilotage dues that could be demanded for the conduct of the ship (s. 11 (3)).

The following ships are excepted ships:—(*a*) Ships belonging to His Majesty; (*b*) Pleasure yachts; (*c*) Fishing vessels; (*d*) Ferry boats plying as such exclusively within the limits of a harbour authority; (*e*) Ships of less than fifty tons gross tonnage; (*f*) Ships exempted from compulsory pilotage by by-law as provided below (s. 11 (3)). A pilotage authority may by by-law made under this Act exempt from compulsory pilotage in their district any of the following classes of ships, if not carrying passengers, up to such limit of gross tonnage in each case as may be fixed by the by-law, that is to say:—(i) Ships trading coastwise; (ii) Home trade ships trading otherwise than coastwise; (iii) Ships whose ordinary course of navigation does not extend beyond the seaward limits of a harbour authority, whilst navigating within those limits or within such parts thereof as may be specified in the by-law. Provided that, if any such by-law appears to the Board of Trade to exempt from compulsory pilotage ships of any class or description which were not at the date of the passing of the Act in practice exempted in the district to which the by-law relates, the Board shall not confirm the by-law, but may, if they think fit, submit to Parliament a Bill confirming the by-law with or without modifications. Such Bill is treated as if it were a Bill confirming a Pilotage Order, and the provisions of the Act with respect to such Bills apply (s. 11 (4)).

(5) For the purposes of the section, a ship which habitually trades to or from any port or ports outside the British Islands is not deemed to be trading coastwise, and a ship which habitually trades to or from any port outside the home trade limits is not deemed to be a home trade ship,

by reason only that she is for the time being engaged on a voyage between ports in the British Islands, or within the home trade limits, as the case may be (s. 11 (5)).

The provisions of the Act with respect to compulsory pilotage do not apply to tugs, dredgers, sludge-vessels, barges, and other similar craft—(*a*) belonging to or hired by a dock, harbour or river authority whilst employed in the exercise of the statutory powers or duties of the authority and navigating within any pilotage district which includes within its limits the whole or any part of the area of the authority; or (*b*) belonging to a local authority whilst employed in the exercise of the statutory powers or duties of the authority and navigating within the pilotage district within which the port to which they belong is situate.

Provided that, where in any pilotage district any of the classes of vessels aforesaid were at the time of the passing of this Act in practice subject to compulsory pilotage, the pilotage authority may by by-law provide that any of such classes of vessels shall continue to be so subject (s. 12).

A ship calling at a port in a pilotage district for the purpose only of taking on board or landing a pilot belonging to some other pilotage district is not, for the purpose of the provisions relating to compulsory pilotage, deemed to be navigating in the first-mentioned district for the purpose of entering, leaving, or making use of that port (s. 13).

Notwithstanding anything in any Pilotage Order made under the Act, any area in which pilotage was not compulsory at the date of the passing of the Act is deemed to be an area in which pilotage is not compulsory for the purpose of determining the liability of the owner or master of a ship being navigated in the area for any loss or damage occasioned by or arising out of the navigation of such ship (s. 14).

Notwithstanding anything in any public or local Act, the owner or master of a vessel navigating under circumstances in which pilotage is compulsory is answerable for any loss or damage caused by the vessel or by any fault of the navigation of the vessel in the same manner as he would if pilotage were not compulsory (s. 15 (1)). This section is not to take effect until the first day of January, nineteen hundred and eighteen, or such earlier date as His Majesty may fix by Order in Council, certifying that it is necessary to bring the section into operation in order to enable His Majesty to comply with an international convention (s. 15 ((2). (3) As from the date of the coming into operation of this section, section six hundred and thirty-three of the Merchant Shipping Act, 1894, ceases to have effect (s. 15 (3)).

Power of Pilotage Authorities to license Pilots and make By-laws.—Subject to the provisions of the Act, a pilotage authority may license pilots for their district, and do all such things as may be necessary or expedient for carrying into effect their powers and duties (s. 16).

A pilotage authority may by by-laws made under this Act—(*a*) determine the qualification in respect of age, physical fitness, time of service, local knowledge, skill, character, and otherwise to be required from persons applying to be licensed by them as pilots, provide for the examination of such persons, and fix the term for which a licence is to be in force, and the conditions under which a licence may be renewed; and (*b*) fix the limit (if any) on the number of pilots to be licensed, and provide for the method in which and the conditions under which the list of pilots is to be filled up; and (*c*) provide generally for the good government of pilots licensed by the authority, and of apprentices, and in particular for ensuring their good conduct and constant attendance to and effectual performance of their duties, whether at sea or on shore; and (*d*) determine the system to be adopted with respect to the supply and employment of pilots, and provide, so far as necessary, for the approval, licensing, and working of pilot boats in the district, and for the establishment and regulation of pilot boat companies; and (*e*) provide for the punishment of any breach of any by-laws made by them for the good government of pilots or apprentices by the infliction of fines not exceeding twenty pounds (to be recoverable as fines are recoverable under the Merchant Shipping Acts, 1894 to 1907), without prejudice to their powers under this Act to revoke or suspend the licence in the case of any such breach of by-law; and (*f*) fix for the district the rates of payments to be made in respect of the services of a licensed pilot (in this Act referred to as pilotage dues), and define the circumstances and conditions under which pilotage dues may be payable on different scales and provide for the collection and distribution of pilotage dues; and (*g*) if and so far as it appears to the authority to be generally desired by the pilots concerned, provide for the pooling of pilotage dues earned by the licensed pilots or by any class of pilots in the district; and (*h*) provide for a deduction being made from any sums received by pilots of any sums required for meeting the administrative expenses of the authority, or any contributions required for any fund established for the payment of pensions or other benefits to pilots, their widows or children (in this Act referred to as a pilots' benefit fund); and (*i*) provide, if and so far as it appears to the authority to be generally desired by the pilots, for bonds (the penalty of which shall not in any case exceed one hundred pounds) being given by pilots for the purpose of the provisions of this Act limiting pilots' liability; and (*j*) establish, either alone or in conjunction with any other pilotage authority, pilots' benefit funds, and provide for the direct payment to any such fund of any contributions by pilots towards the fund, or of any part of the ordinary receipts of the pilotage authority, and also for the administration of any such fund and for the conditions of participation in any such fund; and (*k*) provide for the method of conducting the examination of masters and mates applying for pilotage certificates so as to maintain a proper standard of efficiency; and (*l*) prohibit the grant of pilotage certificates to masters or mates who do not hold at least a mate's certificate of competency recognised under Part II. of the Merchant Shipping Act, 1894; and (*m*) provide that a pilotage certificate shall not be renewed without re-examination unless the master or mate has made not less than a specified number of visits to the port as master or mate of any ship in respect of which the certificate is granted; and (*n*) if the pilotage authority are an authority authorised to grant deep sea certificates by virtue of a Pilotage Order made with reference to that authority, provide for the grant of deep sea certificates; and (*o*) apply any by-laws made under this section for the good government of pilots and the punishment of any breach of any such by-law, with any necessary modifications, to masters and mates holding pilotage certificates; and (*p*) require the owners of ships, whose masters or mates hold pilotage certificates, to contribute towards the pilot fund or account of the pilotage district, and require the holders of such certificates to make a periodical return to them of the pilotage services rendered by them; provided that the contribution so required from an owner shall not exceed such proportion of the pilotage dues which would have been payable in respect of the ship if the master or mate had not held a pilotage certificate, as may be fixed by the Board of Trade; and (*q*) provide for any matter for which provision is to be made or may be made under this Act by by-law (s. 17 (1). A by-law does not take effect unless it has been submitted to the Board of Trade and confirmed by them with or without modifications (s. 17 (2)). Notice of any by-law proposed to be submitted for confirmation under this section must, before it is so submitted, be published in such manner as the Board of Trade direct (s. 17 (3)).

If at any port either—(*a*) a majority of the licensed pilots belonging to the port; or (*b*) any number of persons, not less than six, being masters, owners, or insurers of vessels using the port; or (*c*) a dock or harbour authority not being the pilotage authority; object to any by-law in force at the port, or desire that any by-law should be in force at the port which is not in force therein, they may make a representation to the Board of Trade to that effect, and the Board of Trade if the representation appears to them reasonable after giving the pilotage authority, and, if they think fit, any other persons, an opportunity of making representations on the subject, may, by order, revoke, vary, or add to any by-law to which objection is made, or require the pilotage authority to submit to them for confirmation a by-law for the purpose of giving effect to the representation (s. 18 (1)). A by-law revoked by any such order ceases to have effect, and any by-law to which additions are made or which is varied or added to, has effect with the variations or additions made by the order (s. 18 (2)). If a pilotage authority fail to submit to the Board of Trade for confirmation a by-law in accordance with an order made under this section, the Board of Trade may treat the by-law which they have required the pilotage authority to submit to them as a by-law submitted to them by the authority, and confirm it accordingly, and the by-law so confirmed has effect as if it had been made and confirmed in accordance with this Act (s. 18 (3)).

The grant or renewal of a licence to a pilot by a pilotage authority does not impose any liability on the authority for any loss occasioned by any act or default of the pilot (s. 19).

A pilot's licence shall be in a form approved for the time being by the Board of Trade (s. 20 (1)). A licensed pilot must, when required by the pilotage authority, produce his licence to the authority, and, in case his licence is revoked or suspended, must deliver up his licence to the authority (s. 20 (2)). On the death of a licensed pilot, the person into whose hands his licence comes must without delay transmit it to the pilotage authority by whom it was granted (s. 20 (3)). If any licensed pilot or other person fails to comply with the requirements of this section, he is liable in respect of each offence to a fine not exceeding ten pounds (s. 20 (4)).

All receipts of a pilotage authority in their capacity as such (other than any money received by them on behalf of and paid over to any pilot, or if the authority administer a pilots' benefit fund, any sums received by them as direct payments for that fund) must be paid into a separate fund or account, to be called the pilot fund or account of the pilotage district (s. 21 (1)). All expenses incurred by a pilotage authority in the exercise of their powers or performance of their duties as such authority and paid out of their pilot fund or account, and, except so far as may be provided to the contrary by by-law, subject to the payment of those expensse, the balance in each year is applied for the purposes of any pilots' benefit fund established in the district, and so far as not required for that purpose is applied for the benefit of pilots in such manner as may be determined by the pilotage authority with the approval of the Board of Trade (s. 21 (2)). A separate account must be kept by any pilotage authority who administer a pilots' benefit fund of all moneys received by them as payments to that fund or for the benefit of that fund, and money standing to the credit of that account is not applicable to any purpose other than the purposes of the fund (s. 21 (3)). Nothing in this section prevents a pilotage authority which owns or hires the pilot boats for the district from keeping a separate account in respect of such boats (s. 21 (4)).

Every pilotage authority must deliver triennially, or, if the Board of Trade so direct, at shorter intervals, to the Board, in the form and at the time required by the Board, returns giving such particulars as the Board may by order prescribe with respect to pilotage in their district, and any returns so delivered are to be laid before both Houses of Parliament (s. 22 (1)). Every pilotage authority must also furnish annually to the Board of Trade, at such time as the Board direct, a statement of their accounts in the form prescribed by the Board, duly audited, including a statement of the average gross and net earnings of pilots during the past year, and, where the authority administer a pilots' benefit fund, the separate accounts of that fund, including particulars of the investments if any (s. 22 (2)). Every pilotage authority must allow the Board of Trade, or any person appointed by the Board for the purpose, to inspect any books or documents in the possession of that authority relating to any matter in respect of which a return is required to be delivered or a statement is required to be furnished under this section (s. 22 (3)). If a pilotage authority refuse or fail without reasonable cause to deliver any return or furnish any statement to the Board of Trade in accordance with this section, His Majesty may by Order in Council suspend the pilotage authority for such time as His Majesty may direct, and thereupon the Board of Trade shall by order direct that, in the meantime, the powers of the authority shall be exercised, and the duties of the authority shall be performed, by such person as they may appoint for the purpose, and any such order shall take effect as if it were enacted in this Act.

Masters' and Mates' Certificates.—A pilotage authority may grant a certificate (referred to as a pilotage certificate) to any person who is *bona fide* the master or mate of any ship if that person applies for such a certificate, and if, after examination, they are satisfied that, having regard to his skill, experience, and local knowledge, he is capable of piloting the ship of which he is master or mate within their district. A pilotage certificate may not be granted to the master or mate of a ship unless he is a British subject, except in the cases for which special provision is made by the Act. In any district where a by-law is in force prohibiting the grant of pilotage certificates to masters or mates who do not hold at least a mates' certificate of competency recognised under Part II. of the Merchant Shipping Act, 1894, the pilotage authority may not grant a certificate except to a master or mate holding such a certificate of competency (s. 23 (1)). A pilotage certificate must be in a form approved for the time being by the Board of Trade, and shall contain (in addition to any other particulars which may be prescribed) the name of the person to whom the certificate is granted, the name and draught of water of the ship or ships in respect of which it is granted, the limits of the district in respect of which the certificate is granted, and the date on which it was granted (s. 23 (2)). A pilotage certificate may not be in force for more than a year from the date on which it is granted, but may be renewed annually by the pilotage authority, subject to the provisions of any by-law made by that authority as to re-examination (s. 23 (3)). A pilotage certificate may be granted so as to extend to more than one ship belonging to the same owner, while the master or mate is *bona fide* acting as master or mate of any such ship, provided that they are ships of substantially the same class (s. 23 (4)). A pilotage authority may, on the application of the master or mate of a ship, alter his pilotage certificate so as to relate to any other ship or ships of a not substantially greater draught of water or tonnage than that to which the certificate formerly related, to which the master or mate may be transferred, or so as to cover any ships of substantially the same class and belonging to the same owner as the ships to which the certificate already relates (s. 23 (5)). A pilotage authority may, for the purposes of this section, treat ships which are shown to their satisfaction to be *bona fide* under the management of the same person as manager, managing owner, demisee, or time charterer, as being ships owned by that person (s. 23 (6)).

The provisions of the Act as to the renewal of a pilotage certificate shall apply, with respect to the renewal of a pilotage certificate granted before the first day of June nineteen hundred and six, to a master or mate who is not a British subject in the same manner as they apply to a pilotage certificate granted to a master or mate who is a British subject (s. 24 (1)). If any master or mate who is not a British subject shows to the satisfaction of the Board of Trade that he is the master or mate of a ship which is of substantially the same class, and is trading regularly between the same ports as a foreign ship which, on the first day of June nineteen hundred and six, was exempt from the obligation to carry a licensed pilot, or had habitually been piloted by a master or mate of the ship who held a pilotage certificate, the Board of Trade may authorise the master or mate to apply to the pilotage authority for a pilotage certificate under this Act, and the provisions of the Act as to the granting of a pilotage certificate, then extend to a master or mate so applying for a certificate, although he is not a British subject, as they extend to a master or mate who is a British subject. If the Admiralty at any time consider that, on the grounds of public safety, the provisions of this subsection should not be applicable with respect to any pilotage district or part of a pilotage district, they may make an order excluding that district or part of a district from the operation of those provisions; and while any such order is in force with respect to any such district or part of a district, a certificate granted under those provisions has no effect within that district or part of a district (s. 24 (2)).

References to certificates of competency recognised under Part II. of the Merchant Shipping Act, 1894, are deemed to include references to any certificate of competency granted by the government of a foreign country, being a certificate of a class approved by the Board of Trade for the purpose (s. 25).

Supplementary Provisions as to Licences and Certificates.—A pilotage authority may suspend or revoke any pilot's licence or any pilotage certificate granted by them if it appears to them, after giving the holder thereof an opportunity of being heard, that he has been guilty of any offence under the Act or of any breach of any by-law made by the authority, or of any other misconduct affecting his capability as a pilot, or that he has failed in or neglected his duty as a pilot, or that he has become incompetent to act as pilot. In any case where pilots are directly represented on a committee of a pilotage authority, that committee may, until a Pilotage Order is made regulating the relations between the authority and the committee, exercise the powers conferred on a pilotage authority by this section with respect to pilot's licences as though they were the pilotage authority (s. 26).

If a complaint is made to the Board of Trade that a pilotage authority have—(*a*) without reasonable cause refused or failed to examine any candidate for a pilot's licence, or a master or mate for a pilotage certificate, or to grant such a licence or certificate after examination; or (*b*) conducted any examination for a pilot's licence or a pilotage certificate improperly or unfairly; or (*c*) imposed conditions on the granting of a pilot's licence or a pilotage certificate which they have no power to impose or which are unreasonable; or (*d*) without reasonable cause refused or failed to renew a pilotage certificate, or, having obtained possession of any such certificate, refused or failed to return it; or (*e*) without reasonable cause suspended or revoked a pilotage certificate; or (*f*) in any other manner failed properly to perform their duties under this Act with respect to the matters above-mentioned in this section, or improperly exercised any of their powers under this Act with respect to those matters; the Board of Trade is to consider the complaint, and, if they are of opinion that the complaint is in any respect well founded, are to make such order as they think fit for the purpose of redressing the matter complained of, and the pilotage authority is to give effect to any order so made by the Board of Trade (s. 27 (1)). If a pilotage authority refuse or fail to give effect to any such order of the Board of Trade, the Board of Trade may, for the purpose of giving effect to the order, exercise any powers of the pilotage authority, and anything done by the Board of Trade in the exercise of those powers has the same effect as if it had been done by the pilotage authority (s. 27 (2)).

If a pilot is aggrieved by the suspension or revocation by the pilotage authority of his licence, or by the refusal or failure of the pilotage authority to renew his licence, or by the refusal or failure of the pilotage authority who have obtained possession of his licence to return it to him, or by the imposition upon him by the pilotage authority of a fine exceeding two pounds, he may either appeal to a judge of county courts having jurisdiction within the port for which the pilot is licensed, or to a metropolitan police magistrate or stipendiary magistrate having jurisdiction within that port (s. 28 (1)). For the purpose of hearing the appeal, the judge or magistrate sits with an assessor of nautical and pilotage experience selected and summoned by the judge or magistrate (s. 28 (2)). Objection may be taken to any person proposed to be summoned as an assessor, either personally or in respect of his qualification, by either party to the appeal (s. 28 (3)). The judge or magistrate may confirm or reverse the suspension or revocation of the licence, or make such order in the case as may seem just, and his decision is final, unless special leave to appeal from the same to the High Court on a question of law or a question of mixed law and fact is given by the judge or magistrate, or by the High Court, and in such case the decision of the High Court is final (s. 28 (4)). The costs incurred by a pilotage authority under this section are payable out of any fund applicable to the general expenses of the pilotage authority (s. 28 (5)). Rules with respect to the procedure under this section (including costs and the remuneration of assessors) may be made, as respects county court judges, by the authority having power to make rules of practice under the County Courts Act, 1888, and as respects metropolitan police and stipendiary magistrates by a Secretary of State, but in either case with the concurrence of the Treasury as to fees (s. 28 (6)). In Scotland the appeal under this section is to the sheriff having jurisdiction at the port where the decision is given, and may be heard by the sheriff sitting with an assessor as provided in this section, and rules may be made by the Court of Session by Acts of sederunt with respect to the procedure in case of those appeals in Scotland (including costs and the remuneration of assessors), subject to the concurrence of the Treasury as to fees. In the application of this section to Scotland, references to the Court of Session are substituted for references to the High Court (s. 28 (7)). In the application of this section to Ireland—(*a*) the expression "judge of county courts" and "judge" respectively mean a county court judge and chairman of quarter sessions, and include recorder; (*b*) the expressions "stipendiary magistrate" and "magistrate" respectively mean a magistrate appointed under the Constabulary (Ireland) Act, 1836; (*c*) rules with respect to the procedure in case of appeals under this section (including costs and the remuneration of assessors) may from time to time be made, as respects county court judges and chairmen of quarter sessions, by the authority having power to make rules and orders for regulating the practice under the County Officers and Courts (Ireland) Act, 1877, and as respects stipendiary magistrates, by the Lord Lieutenant of Ireland in Council, but in either case with the concurrence of the Treasury as to fees (s. 28 (8)).

The fees payable on the examination for a pilots' licence, or for a pilotage certificate, and on the grant, renewal, or alteration of any such licence or certificate, may be fixed by by-law (s. 29).

Rights and Obligations of Licensed Pilots.—A pilot licensed for a district may supersede any pilot not so licensed who is employed to pilot a ship in the district (s. 30 (1)). Where a licensed pilot supersedes an unlicensed pilot the master of the ship must pay to the latter a proportionate sum for his services, and is entitled to deduct the sum so paid from the sum payable in respect of the services of the licensed pilot. Any question as to the proportion payable to the licensed pilot and to the person whom the licensed pilot has superseded is to be referred to the pilotage authority by whom the licensed pilot has been licensed, and their decision on the question is final (s. 30 (2)). If in any pilotage district a pilot not licensed for the district pilots or attempts to pilot a ship after a pilot licensed for that district has offered to pilot the ship, he is liable in respect of each offence to a fine not exceeding fifty pounds (s. 30 (3)). If the master of a ship knowingly employs or continues to employ a pilot not licensed for the district to pilot the ship within any pilotage district after a pilot licensed for that district has offered to pilot the ship, or, in the case of an outward bound ship, without having taken reasonable steps (proof whereof lies on the master) to obtain a licensed pilot, he is liable in respect of each offence to a fine not exceeding fifty pounds (s. 30 (4)). If any person other than the master or a seaman being *bona fide* one of the crew of the ship is on the bridge of a ship, or in any other position (whether on board the ship or elsewhere) from which the ship is navigated, that person is, for the purposes of this section, deemed to be piloting the ship unless the contrary is proved (s. 30 (5)).

A licensed pilot may require the master of any ship which he is piloting to declare her draught of water, length and beam (s. 31 (1)). If the master of a ship refuses to comply with any such request of a pilot, or makes or is privy to any other person making any false statement to the pilot in answer to the request, he shall be liable in respect of each offence to a fine not exceeding fifty pounds (s. 31 (2)).

A ship while being moved within a harbour which forms part of a pilotage district is deemed to be a ship navigating in a pilotage district, except so far as is provided by by-law in the case of ships being so moved for the purpose of changing from one mooring to another mooring or of being taken into or out of any dock. A by-law must in every case be made for this purpose in any pilotage district where any class of persons other than licensed pilots were in practice employed at the date of the passing of this Act for the purpose of changing the moorings of ships or of taking ships into or out of dock (s. 32 (1)). A ship whilst being navigated within any closed dock, lock, or other closed work in a pilotage district is deemed to be navigating in a district in which pilotage is not compulsory (s. 32 (2)).

The pilotage authority must see that every pilot licensed by them is furnished with a copy of the Act as amended for the time being, and with a copy of any Pilotage Order for the time being in force in the district, and of any by-laws so in force (s. 33 (1)). A licensed pilot must produce any copy so furnished to him to the master of any ship or other person employing him when required to do so, and if he fails without reasonable cause to do so, he shall be liable in respect of each offence to a fine not exceeding five pounds (s. 33 (2)).

A master of a ship must not, except under circumstances of unavoidable necessity, take a licensed pilot without his consent beyond the district for which he is licensed, or beyond the point up to which he has been engaged to pilot the ship. The penalty in respect of each offence is a fine not exceeding twenty pounds (s. 34 (1)). Where a pilot is taken beyond the district for which he is licensed, or beyond the point up to which he has been engaged to pilot the ship, either without his consent or under circumstances of unavoidable necessity, he is entitled, over and above his pilotage dues, to maintenance and to the sum of ten shillings and sixpence a day, recoverable in the same manner as pilotage dues (s. 34 (2)). The sum so to be paid is computed from and inclusive of the day on which the ship passes beyond the district for which the pilot is licensed, or the point up to which the pilot was engaged to pilot her, and up to and inclusive of either the day of his being returned in the said ship to the place where he was taken on board, or, if he is discharged from the ship at a distance from that place, such day as will allow him sufficient time to return thereto. In the last-mentioned case he is entitled to his reasonable travelling expenses.

A licensed pilot, who has given a bond in conformity with by-laws made under the Act, is not liable for neglect or want of skill beyond the penalty of the bond and the amount payable to him on account of pilotage in respect of the voyage in which he was engaged when he became so liable (s. 35 (1)). Any bond given by a pilot in conformity with by-laws is not liable to stamp duty, and a pilot cannot be called upon to pay any expense in relation to the bond other than the actual expense of preparing it (s. 35 (2)). Where proceedings are taken against a pilot for any neglect or want of skill in respect of which his liability is limited as provided by this section, and other claims are made or apprehended in respect of the same neglect or want of skill, the court in which the proceedings are taken may determine the amount of the pilot's liability, and, upon payment by the pilot of that amount into court, may distribute that amount rateably among the several claimants, and may stay any proceedings pending in any other court in relation to the same matter, and may proceed in such manner and subject to such regulations as to making persons interested parties to the proceedings, and as to the exclusion of any claimants who do not come in within a certain time, and as to requiring security from the pilot, and as to payment of costs as the court thinks just (s. 35 (3)).

Every licensed pilot when acting as such must be provided with his licence, and must, if requested, produce it to any person by whom he is employed, or to whom he offers his services as pilot (s. 36 (1)). If a licensed pilot refuses to produce his licence in accordance with this section, he is liable, in respect of each offence, to a fine not exceeding ten pounds (s. 36 (2)).

If any person not being a licensed pilot for a district falsely represents himself to be a licensed pilot for that district, either by means of using a licence which he is not entitled to use or by any other means, he is liable in respect of each offence to a fine not exceeding twenty pounds (s. 37).

Pilot Boats and Pilot Signals.—All vessels regularly employed in the pilotage service of any pilotage district (in this Act referred to as "pilot boats") shall be approved and licensed by the pilotage authority of the district, and that authority may, at their discretion, appoint and remove the masters of those pilot boats (s. 38).

Every pilot boat must be distinguished by the following characteristics :—(*a*) On her stern the name of her owner and the part to which she belongs, painted in white letters at least one inch broad and three inches long, and on each bow the number of her licence : (*b*) In all other parts a black colour, painted or tarred outside, or such other colour or colours as the pilotage authority of the district, with the consent of the Board of Trade, direct : (*c*) When afloat a (flag called a pilot flag) of large dimensions compared with the size of the pilot boat, and of two colours, the upper horizontal half white, and the lower horizontal half red, to be placed at the mast head, or on a sprit or staff, or in some equally conspicuous situation (s. 30 (1)).

The master of the pilot boat must see that the pilot boat possesses all the above characteristics, and that the pilot flag is kept clean and distinct, so as to be easily discerned at a reasonable distance ; and also that the names and numbers aforesaid are not at any time concealed ; and if a master fails, without reasonable cause, to comply with these requirements, he is liable in respect of each offence to a fine not exceeding twenty pounds (s. 30 (2)).

A Pilotage Order in dealing with any Act, order, charter, custom, by-law, regulation, or provision cannot provide for abolishing or diminishing any power of a pilotage authority to acquire, own, hire, build, renew, maintain, or work pilot boats (s. 40).

When a ship is navigating in a pilotage district, and has on board a pilot licensed for that district, or a master or mate holding a pilotage certificate for that district, the master of the ship must cause a pilot flag to be exhibited ; and if he fails, without reasonable cause, to do so, he is liable in respect of each offence to a fine not exceeding fifty pounds (s. 41).

A pilot flag, or a flag so nearly resembling a pilot flag as to be likely to deceive, must not be displayed on any ship or boat not having a licensed pilot or a master or mate holding a pilotage certificate on board, and, if any such flag is displayed on any such ship or boat, the master of the vessel shall, unless in the case of the display of a flag likely to deceive he proves that he had no intention to deceive, be liable for each offence to a fine not exceeding fifty pounds (s. 42).

The master of a ship (other than an excepted ship) must when navigating in circumstances in which pilotage is compulsory, display a pilot signal, and keep the signal displayed until a licensed pilot comes on board (s. 43 (1)). The master of a ship, whether navigating in circumstances in which pilotage is compulsory or not, which is being piloted in a pilotage district by a pilot not licensed for the district, must display a pilot signal and keep the signal displayed until a licensed pilot comes on board (s. 43 (2)). The penalty for failing to comply with this section is a fine not exceeding twenty pounds in respect of each offence.

The master of a ship (other than an excepted ship) which, in circumstances in which pilotage is compulsory, is not under pilotage as required in these circumstances, must, if a licensed pilot of the district makes a signal for the purpose of offering his services as pilot, by any practical means consistent with the safety of his ship, facilitate the pilot getting on board the ship, and must give the charge of piloting the ship to that pilot, or, if there are two or more licensed pilots offering at the same time, to such one of them as may, according to any by-laws for the time being in force in the district, be entitled or required to take charge of the ship (s. 44 (1)). Where the master of a ship, whether in circumstances in which pilotage is compulsory or not, accepts the services of a licensed pilot, he must, by any practical means consistent with the safety of his ship, facilitate the pilot getting on board the ship (s. 44 (2)). If the master of any ship fails to comply with the provisions of this section, he is liable in respect of each offence to a fine not exceeding double the amount of pilotage dues that could be demanded for the conduct of the ship (s. 44 (3)).

His Majesty may by Order in Council make rules as to the signals to be used or displayed where the services of a pilot are required on any vessel, and these signals are referred to as pilot signals (s. 45 (1)). If a vessel requires the services of a pilot, the master must use or display the pilot signals (s. 45 (2)). If a master of a vessel uses or displays, or causes or permits any person under his authority to use or display, any of the pilot signals for any other purpose than that of summoning a pilot, or uses or causes or permits any person under his authority to use any other signal for a pilot, he is liable in respect of each offence to a fine not exceeding twenty pounds (s. 45 (3)).

Offences by Pilots.—If any pilot, when piloting a ship, by wilful breach of duty or by neglect of duty, or by reason of drunkenness—(*a*) does any act tending to the immediate loss, destruction, or serious damage of the ship, or tending immediately to endanger the life or limb of any person on board the ship; or (*b*) refuses or omits to do any lawful act proper and requisite to be done by him for preserving the ship from loss, destruction, or serious damage, or for preserving any person belonging to or on board the ship from danger to life or limb; he is in respect of each offence guilty of a misdemeanour (s. 46).

If any person, by wilful misrepresentation of circumstances upon which the safety of a ship may depend, obtains, or endeavours to obtain, the charge of that ship, that person and every person procuring, abetting, or conniving at the commission of the offence is, in addition to any liability for damages, liable in respect of each offence to a fine not exceeding one hundred pounds (s. 47).

If a licensed pilot, either within or without the district for which he is licensed,—(*a*) himself keeps, or is interested in keeping by any agent, servant, or other person, any premises licensed for the sale of intoxicating liquors, or sells or is interested in selling any intoxicating liquors, tobacco, or tea; (*b*) is in any way directly or indirectly concerned in any corrupt practices relating to ships, their tackle, furniture, cargoes, crews, or passengers, or to persons in distress at sea or by shipwreck, or to their moneys, goods, or chattels; (*c*) lends his licence; (*d*) acts as pilot whilst suspended; (*e*) acts as pilot when in a state of intoxication; (*f*) employs, or causes to be employed, on board any ship which he is piloting any boat, anchor, cable, or other store, matter, or thing beyond what is necessary for the service of that ship, with intent to enhance the expenses of pilotage for his own gain or for the gain of any other person; (*g*) refuses or wilfully delays, when not prevented by illness or other reasonable cause, to pilot any ship within the district for which he is licensed, upon the signal for a pilot being made by that ship, or upon being required to do so by the master, owner, agent, or consignee thereof, or by any officer of the pilotage authority by whom the pilot is licensed, or by any chief officer of Customs and Excise; (*h*) unnecessarily cuts or slips, or causes to be cut or slipped, any cable belonging to any ship; (*i*) refuses, otherwise than on reasonable ground of danger to the ship, when requested by the master, to conduct the ship which he is piloting into any port or place within the district for which he is licensed; or (*k*) quits the ship, which he is piloting, before the service for which he was engaged has been performed and without the consent of the master of the ship; he is, in addition to any liability for damages, liable in respect of each offence to a fine not exceeding one hundred pounds (s. 48 (1)). If any person procures, aids, abets, or connives at the commission of any offence under this section, he is, in addition to any liability for damages, liable to a fine not exceeding one hundred pounds (s. 48 (2)). The provisions of the law relating to Customs with respect to the recovery of penalties under that law, and the application of such penalties, apply in the case of any prosecution by any officer of Customs and Excise for the recovery of a fine in respect of any offence against this section (s. 48 (3)).

Recovery, &c. of Pilotage Dues.—The following persons are liable to pay pilotage dues for any ship for which the services of a licensed pilot are obtained, namely:—(*a*) the owner or master; (*b*) as to pilotage inwards, such consignees or agents as have paid or made themselves liable to pay any other charge on account of the ship in the port of her arrival or discharge; (*c*) as to pilotage outwards, such consignees or agents as have paid or made themselves liable to pay any other charge on account of the ship in the port of her departure; and the dues may be recovered in the same manner as fines of like amount under the Merchant Shipping Act, 1894, but that recovery cannot take place until a previous demand has been made in writing (s. 49 (1). Any consignee or agent (not being the owner or master of the ship) who is made liable for the payment of pilotage dues in respect of any ship may, out of any moneys received by him on account of that ship or belonging to the owner thereof, retain the amount of all dues paid by him, together with any reasonable expenses he may have incurred by reason of the payment of the dues or his liability to pay the dues (s. 49 (2)).

A licensed pilot may not demand or receive, and a master may not offer or pay to any licensed pilot, dues in respect of pilotage services at any other rates, whether greater or less, than the rates which may be demanded by law, and, if a pilot or master acts in contravention of this provision, he shall be liable in respect of each offence to a fine not exceeding ten pounds (s. 50).

If any boat or ship, having on board a licensed pilot, leads any ship which has not a licensed pilot on board when the last-mentioned ship cannot, from particular circumstances, be boarded, the pilot so leading the last-mentioned ship shall be entitled to the full pilotage rate for the distance run as if he had actually been on board and had charge of that ship (s. 51).

Special Provisions as to the Trinity House.—For the purposes of the Act, any district which at the time of the passing of the Act was under the authority of sub-commissioners appointed by the Trinity House and any pilotage district which may be declared after the passing of the Act to be a Trinity House outport district, is deemed to be a Trinity House outport district (s. 52 (1)). The powers and duties of the Trinity House under the Act as the pilotage authority of an outport district are exercised and performed through a committee appointed for the district in such manner and subject to such conditions as may be determined by a Pilotage Order, under the name of Sub-Commissioners or such other name as may be fixed by the Order, and any such Order may be made so as to apply to all or any one or more of the outport districts (s. 52 (2)).

Nothing in this Act obliges the Trinity House to maintain separate pilot funds for each of the pilotage districts of which they are the authority, and, if they maintain a single pilot fund for all those districts, the provisions of the Act as to pilot funds apply as if all the districts of which they are the pilotage authority were a single pilotage district (s. 53).

The Trinity House may permit any person who, at the date of the passing of the Act, was licensed to pilot an exempted vessel in the Thames or Medway, to continue to pilot any vessel in those rivers belonging to a class which, at the date of the passing of the Act, were exempted vessels, and were, in the opinion of the Trinity House, in practice piloted by such persons, and any such person while so acting is deemed, for the purposes of the Act, to be a licensed pilot.

The following pilotage dues in respect of foreign ships, not being excepted ships, trading to and from the port of London, namely :—(*a*) as to ships inwards, the full amount of pilotage dues for the distance piloted ; and (*b*) as to ships outwards, the full amount of dues for the distance required by law ; must be paid to the chief officer of Customs and Excise in the port of London by the master, or by any consignees or agents of the ship who have paid, or made themselves liable to pay, any other charge for the ship in the port of London. The chief officer of Customs and Excise, on receiving any pilotage dues in respect of foreign ships, must give to the person paying the dues a receipt in writing, and in the port of London the ship may be detained until the receipt is produced to the proper officer of Customs and Excise of the port (s. 55 (2)). The chief officer of Customs and Excise must pay over to the Trinity House the pilotage dues received by him under this section, and the Trinity House must apply the dues so received—(*a*) in paying to any licensed pilot who produces to them sufficient proof of his having piloted the ship such dues as would have been payable to him for pilotage services if the ship had been a British ship, after making any deductions which they are authorised to make by by-law under this Act ; and (*b*) in paying to any person not being a licensed pilot who produces to them sufficient proof of his having, in the absence of a licensed pilot, piloted the ship, such amount as the Trinity House think proper, not exceeding the amount which would, under similar circumstances, have been payable to a licensed pilot after making the said deductions; and (*c*) in paying over to the Trinity House pilot fund the residue, together with the amount of any deductions made as aforesaid (s. 55 (3)).

The section does not affect the application of the provisions of the Act as to the recovery of pilotage dues (s. 55 (4)).

Miscellaneous and General Provisions.—The expenditure under the Act out of money provided by Parliament is not to exceed six thousand pounds in any one year (s. 56).

The Board of Trade Arbitrations, &c. Act, 1874, applies as if the Act were a special Act within the meaning of that Act (s. 57).

Where a pilotage authority was entitled by statute at the time of the passing of the Act to receive moneys in the name of pilotage and to apply part of such moneys to purposes other than those authorised under the Act, a Pilotage Order made under Part I. of the Act in respect of that authority may provide for the apportionment of the moneys so received as between the pilot fund or account and such other purposes (s. 58).

This Act (except as expressly provided) came into operation on the first day of April nineteen hundred and thirteen. Any enactment, order, charter, custom, by-law, regulation, or provision with reference to pilotage affecting any pilotage district in particular, and in force at the time of the passing of the Act, including any exemptions from compulsory pilotage taking effect thereunder, remains in force notwithstanding anything in the Act or any repeal effected by the Act, until provision is made by Pilotage Order, or in the case of a by-law by by-law, made under the Act superseding any such enactment, order, charter, custom, by-law, regulation, or provision (s. 59).

The following enactments are repealed:—

Session and Chapter.	Short Title.	Extent of Repeal.
57 & 58 Vict. c. 60.	The Merchant Shipping Act, 1894.	Sections five hundred and seventy-two to six hundred and thirty-two inclusive, and the twenty-first schedule.
60 & 61 Vict. c. 61.	The Merchant Shipping (Exemption from Pilotage) Act, 1897.	The whole Act.
6 Edw. 7. c. 48.	The Merchant Shipping Act, 1906.	Section seventy-three.

But any order in council, licence, certificate, by-law, rule, or regulation made or granted under any enactment repealed or in pursuance of any power which ceased in consequence of the Act, subject to the provisions of this Act, continues in force as if it had been made or granted under the Act. Any officer appointed, any body elected or constituted, and any office established under any enactment repealed continues and is deemed to have been appointed, elected, constituted, or established, as the case may be, under the Act. Any document referring to any Act or enactment repealed is to be construed to refer to the Act or to the corresponding enactment of the Act (s. 60 (1) Schedule II.). The mention of particular matters in the section do not prejudice or affect the general application of sec. 38 of the Interpretation Act, 1889, as regards the effect of repeals (s. 60 (2)).

The Act extends to the United Kingdom and the Isle of Man, and applies to all ships, British and foreign (s. 61).

PROVISIONS AS TO PILOTAGE ORDERS CONTAINED IN SCHEDULE I. AND REFERRED TO IN SEC. 7.

1. Subject to the provisions of this schedule, the Board of Trade may make rules in relation to applications for Pilotage Orders, and to the payments to be made in respect thereof, and to the publication of notices and advertisements, and the manner in which and the time within which representations or objections with reference to any application are to be made, and as to the publication of Pilotage Orders.

2. Notice of an application for an Order shall be published once at least in each of two successive weeks in the month immediately succeeding the date of the application in such manner as may be prescribed by the rules made by the Board of Trade.

3. The notice shall state the object which it is proposed to effect by the Order.

4. The Board of Trade on receiving any application for an Order shall refer the application to the pilotage authority of the district, if the authority are not themselves the applicants, and shall consider any objections which may be made to the proposed Order whether by the pilotage authority or by other persons appearing to the Board of Trade to be interested, and for that purpose shall allow at least six weeks to elapse between the date on which the application is referred to the authority and that on which the Order is made.

5. The Board of Trade may submit to Parliament for confirmation any Order which requires confirmation by Parliament.

6. If and when a Bill confirming any such Order is pending in either House of Parliament, a petition is presented against any Order comprised therein, the Bill, so far as it relates to that Order, may be referred to a Select Committee, or, if the two Houses of Parliament think fit so to order, to a Joint Committee of those Houses, and the petitioner shall be allowed to appear and oppose as in the case of private Bills.

7. Any Act confirming an Order under this Act may be repealed, altered, or amended by any subsequent Order made under this Act.

8. The Board of Trade may revoke, either wholly or partially, any Order made by them before the Order is confirmed by Parliament, but such revocation shall not be made whilst the Bill confirming the Order is pending in either House of Parliament.

9. The making of an Order shall be *prima facie* evidence that all the requirements of this Act in respect of proceedings required to be taken previously to the making of the Order have been complied with.

118. ——. *The Tactician*, [1907] P. 244; 762 J. P. 80, was followed in *The Elysia*, [1912] P. 152; 81 L. J. P. 104, in which case the defence of compulsory pilotage failed owing to the failure of the master to draw the pilot's attention to the fact that he was navigating the vessel under a misapprehension as to the circumstances in which the other vessel was situated. It was further held that it is the duty of the master to draw the attention of the pilot to the fact that he has omitted to order the giving of the required sound signals.

131. ——. The decision in *The Hankow* was followed in *The Umsinga,* [1911] P. 234; 80 L. J. P. 90.

133. ——. The decision in *The Hankow* was followed in *The Umsinga,* [1911] P. 234; 80 L. J. P. 90.

133. ——. One of the Trinity House by-laws approved by Order in Council of July 25, 1861, is as follows:—"That all ships navigating in ballast from any port or place in the United Kingdom to any other place in the United Kingdom shall, when not carrying passengers, be exempt from compulsory pilotage within the pilotage jurisdiction of the said Trinity House." A vessel was on a voyage from Newcastle to New Zealand, *via* London. She was proceeding up the Thames in ballast with only bunker coal and without passengers, when an accident happened. She subsequently loaded a cargo and took on passengers while in the port of London. It was held that at the time of the accident she was exempted under the above by-law from compulsory pilotage (*The Tongarino,* [1912] P. 297; 82 L. J. P. 22). See also *The Nicolay Belozwetow,* [1913] P. 1; 82 L. J. P. 37.

133. ——. A vessel belonging to the port of London and outward bound from that port with passengers is bound to carry a pilot (*The Umsinga,* [1912] P. 20; 81 L. J. P. 65).

135. ——. Where a pilot has admitted his liability to several owners of goods which have been lost through his negligence, the total value of which is greater than the maximum sum to which his liability is limited by sec. 620 of the Merchant Shipping Act, 1894, and the pilot is sued by one of the owners of the goods, the pilot cannot pay into Court the proportionate part of the claim. The plaintiff is entitled to judgment for the full amount, and the Court has no power to distribute the fund provided by the Act (*Deering* v. *Targett,* [1913] 1 K. B. 129; 82 L. J. K. B. 85).

136. ——. Where a collision is alleged to be due to the negligence of a compulsory pilot, and neither side calls him, the Court will give him an opportunity of giving evidence on his own behalf, subject to cross-examination (*The Cardiff,* [1909] P. 183; 78 L. J. P. 110).

141. Pirates.—In *Bolivia Republic* v. *Indemnity Mutual Marine Insurance Co.,* [1909] 1 K. B. 785; 78 L. J. K. B. 596, the word "pirates" was held not to include persons who seize State goods from public motives.

142. Piscary.—The decision in *Chesterfield* v. *Harris,* [1908] 1 Ch. 230, was reversed in the Court of Appeal, see [1908] 2 Ch. 397; 77 L. J. Ch. 688. The latter decision was affirmed in the House of Lords, [1911] A. C. 623; 80 L. J. Ch. 626.

142. ——. As to the right to fish in a canal, see *Staffordshire and Worcestershire Canal Co.* v. *Bradley,* [1912] 1 Ch. 91; 81 L. J. Ch. 147, in which case it was held that a right of fishing without stint in a canal granted to the owners of land adjoining the canal had not passed to a subsequent purchaser.

148. Plan.—In ordinary simple cases the purchaser of land, as part of the rule that he is entitled to take the conveyance in his own form, is entitled to have a plan upon the conveyance, and is entitled to a conveyance by reference to that plan (*In re Sansom and Narbeth's Contract*, [1910] 1 Ch. 741; 79 L. J. Ch. 374). See also *In re Sparrow and James' Contract*, [1910] 2 Ch. 60; 79 L. J. Ch. 491 (n.).

149. ——. A tithe map certified as a first-class map by the Tithe Commissioners may be evidence that land was not enclosed at the date of the map, but is not evidence of the extent of a public right (*Copestake* v. *West Sussex County Council*, [1911] 2 Ch. 331; 80 L. J. Ch. 673).

149. ——. In the absence of evidence of the competency of the makers, or of any special duty under which they acted, or that the maps made by them were acted on by the public, maps produced from the custody of the British Museum and the Guildhall Library are not admissible as evidence of reputation of public highways (*Att.-Gen.* v. *Horner*, [1913] 2 Ch. 140; 82 L. J. 339). In this case the cases bearing on the subject were discussed.

151. Plate.—In the Plate (Offences) Act, 1738, 12 Geo. II. c. 26, ss. 2, 6, the Customs Act, 1842, 5 & 6 Vict. c. 47, s. 59, the Revenue Act, 1883, 46 & 47 Vict. c. 55, s. 10, and the Hall Marking of Foreign Plate Act, 1904, 4 Edw. VII. c. 6, s. 1, "plate" includes all imported articles which would be subject to assaying and marking under the Act of 1738, if made in this country. Manufactures of gold and silver do not cease to be so because they are used as the foundation for enamel work. Enamel worked on to a foundation of gold or silver is not "set" on the foundation within secs. 2 and 6 of the Act of 1738. Jewelled gold watches set in bracelets must be marked (*Fabergé* v. *Goldsmith's Co.*, [1911] 1 Ch. 286; 80 L. J. Ch. 97).

152. ——. The Order in Council of October 24, 1904, prescribing the marks on foreign plate, has been varied by Order in Council of May 11, 1906 (St. R. & O. 1906, p. 516).

175. Pleading.—A counter-claim cannot be set up after an action has been wholly discontinued under Order XXVI. r. 1 (*The Salybia*, [1910] P. 25; 79 L. J. P. 31).

176. ——. In *Stoddart* v. *Union Trust Ltd.*, [1912] 1 K. B. 181; 80 L. J. K. B. 140, it was held that where the plaintiff was suing as the assignee of the unpaid balance due under a contract for the sale of a newspaper, which sale had been induced by the misrepresentations of the vendor, the defendant was not entitled to rely on the damage he had suffered by reason of the misrepresentations as a defence to the plaintiff's claim.

185. Pluralities.—A condition in a gift to a benefice that the benefice is never to be held in plurality is not broken by the union of the benefice with another by an Order in Council (*In re Macnamara; Hewitt* v. *Jeans*, 1911, 104 L. T. 771).

187. ——. A lease of a rectory for the term of the rector's incumbency, which does not contain the condition of avoidance required by sec. 59 of the Pluralities Act, 1838, 1 & 2 Vict. c. 106, is good as between the lessor and the lessee until the bishop orders the personal residence of the rector. The effect of the omission of the clause is to render the lessor liable in damages if the lessee is ejected in consequence of the order of the bishop (*Rickard* v. *Graham*, [1910] 1 Ch. 722; 79 L. J. Ch. 378).

191. Poison.—By sec. 1 of the Poisons and Pharmacy Act, 1908, 8 Edw. VII. c. 55, the scheduled list of poisons to the Pharmacy Act, 1868, is repealed, and the subjoined list is substituted—

Part I.—Arsenic, and its medicinal preparations; aconite, aconitine, and their preparations; alkaloids—all poisonous vegetable alkaloids not specifically named in this schedule, and their salts, and all poisonous derivatives of vegetable alkaloids; atropine, and its salts, and their preparations; belladonna, and all preparations or admixtures (except belladonna plasters) containing 0·1 or more per cent. of belladonna alkaloids; cantharides, and its poisonous derivatives; coca, or any preparation or admixture thereof, containing 1 or more per cent. of coca alkaloids; corrosive sublimate; cyanide of potassium, and all poisonous cyanides and their preparations; emetic tartar, and all preparations or admixtures containing 1 or more per cent. of emetic tartar; ergot of rye, and preparations of ergots; nux vomica, and all preparations or admixtures containing 0·2 or more per cent. of strychnine; opium, and all preparations or admixtures containing 1 or more per cent. of morphine; picrotoxin; prussic acid, and all preparations and admixtures containing 0·1 or more per cent. of prussic acid; savin, and its oil, and all preparations or admixtures containing savin or its oil.

Part II.—Almonds, essential oil of (unless deprived of prussic acid); antimonial wine; cantharides, tincture, and all vesicating liquid preparations or admixtures of; carbolic acid, and liquid preparations of carbolic acid, and its homologues containing more than 3 per cent. of those substances, except preparations for use as sheep wash, or for any other purpose in connection with agriculture or horticulture, contained in a closed vessel distinctly labelled with the word "poisonous," the name and address of the seller, and a notice of the special purposes for which the preparations are intended; chloral hydrate; chloroform, and all preparations or admixtures containing more than 20 per cent of chloroform; coca, any preparation or admixture of, containing more than 0·1 per cent., but less than 1 per cent. of coca alkaloids; digitalis; mercuric iodide; mercuric sulphocyanide; oxalic acid; poppies, all preparations of, excepting red poppy petals and syrup of red poppies (papaver rheas); precipitate, red, and all oxides of mercury; precipitate, white; strophanthus; sulphonal; all preparations or admixtures which are not included in Part I., and contain a poison within the meaning of the Pharmacy Acts, except preparations or admixtures, the exclusion of which from this schedule is indicated by the words relating to carbolic acid, chloroform, and coca, and except such substances as come within the provisions of sec. 5 of the Act (see *infra*). This schedule may be amended as provided by sec. 2 of the Act of 1868.

A person need not conform with the provisions of sec. 1 of the Act of 1868 in order to sell poisonous substances to be used exclusively in agriculture or horticulture for the destruction of insects, fungi, or bacteria, or as sheep dips or weed killers, which are poisonous by reason of containing arsenic, tobacco, or the alkaloids of tobacco, provided he is licensed by a local authority and conforms to any regulations made under the Act. He must, however, conform to the other provisions of the Act of 1868, and of the Arsenic Act, 1851, 13 & 14 Vict. c. 13 (s. 2). This section enables a person licensed by a local authority to sell the poisons mentioned, but it does not authorise his unlicensed assistant to do so (*Pharmaceutical Society* v. *Nash*, [1911] 1 K. B. 520; 80 L. J. K. B.

416). If a person licensed by a local authority sells poisons without conforming to the regulations made under the Act of 1908, *e.g.* without bearing the required label, he may be sued in the County Court for the penalty of £5 imposed by sec. 15 of the Pharmacy Act, 1868, 31 & 32 Vict. c. 121 (*Pharmaceutical Society* v. *Jacks*, [1911] 2 K. B. 115; 80 L. J. K. B. 767).

It is unlawful to sell sulphuric acid, nitric acid, hydrochloric acid, soluble salts of oxalic acid, and any other substance prescribed by Order in Council, by retail unless the receptacle is labelled with the name of the substance, the word "poisonous," and the name and address of the seller, and unless any other regulations imposed by Order in Council are observed. The penalty for the breach of this section is a fine not exceeding £5 on conviction under the Summary Jurisdiction Acts (s. 5).

The regulations under the Act are contained in Orders in Council of April 2, 1909 (St. R. & O. 1909, No. 345); and Nos. 262, 664, and 1080 of 1911.

191. ——. *Brown* v. *Leggett* is now reported in [1906] 1 K. B. 330; 75 L. J. K. B. 193.

192. ——. The requirements of sec. 17 of the Pharmacy Act, 1868, as to labelling with the name of the seller are complied with if the name is that under which the seller trades, though it is not his real name (*Edwards* v. *Pharmaceutical Society*, [1910] 2 K. B. 766; 79 L. J. K. B. 859).

192. Police, Borough.—The Police (Weekly Rest-Day) Act, 1910, 10 Edw. VII. and 1 Geo. V. c. 13, provides that police authorities in England and Wales shall so arrange the hours of duty that every constable not above the rank of inspector shall have fifty-two days off duty in each year, and as far as possible shall arrange that one of these days shall fall in every seven days. The Act comes into force on a date to be fixed by the police authority. At the expiration of four years from the passing of the Act (July 26, 1910) it comes into force automatically in county boroughs maintaining a separate police force, and as to other police authorities it may be put into force by Order in Council.

194. ——. The police superannuation provisions are amended by the Police Superannuation Act, 1908, 8 Edw. VII. c. 5. Higher rates are payable to widows of constables who lose their lives from injuries which are not accidental (Police Act, 1909, 9 Edw. VII. c. 40, s. 5).

195. ——. The decision in *Kydd* v. *Liverpool Watch Committee* (No. 2), [1907] 2 K. B. 591, was reversed in the House of Lords, see [1908] A. C. 327; 77 L. J. K. B. 947.

195. ——. The Royal Irish Constabulary is a "police force" within sec. 33 of the Police Act, 1890, and service therein must be reckoned for the purpose of pension. A mandamus lies to the Commissioners of the Treasury to determine, under sec. 14, the proportion of pension payable from money provided by Parliament and from the pension fund (*R.* v. *Treasury Commissioners*, [1909] 2 K. B. 183; 78 L. J. K. B. 680).

195. Police, City.—For cross-reference to METROPOLITAN POLICE DISTRICT, substitute LONDON CITY, Vol. VIII. p. 407.

195. ——. As to police weekly rest-day, see POLICE, BOROUGH, herein.

195. Police, County.—As to police weekly rest-day, see POLICE, BOROUGH, herein.

197. ——. The provisions as to superannuation are amended by the Police (Superannuation) Act, 1908, 8 Edw. VII. c. 5. Higher rates are payable to widows of constables who lose their lives from injuries which are not accidental (Police Act, 1909, 9 Edw. VII. c. 40, s. 5).

208. Police, Railway.—The special constables of the Great Eastern Railway, appointed under sec. 50 of the Great Eastern (General Powers) Act, 1900, are servants of the company, and the company is liable for their wrongful acts (*Lambert* v. *Great Eastern Rly.*, [1909] 2 K. B. 776; 79 L. J. K. B. 32).

214. Poor; Poor Law.—See the case of *R.* v. *Local Government Board*; *Ex parte South Stoneham Union*, in the House of Lords, [1909] A. C. 57; 78 L. J. K. B. 124.

217. ——. The decision in *R.* v. *Carson Roberts*, [1907] 1 K. B. 407, was affirmed in the Court of Appeal, see [1908] 1 K. B. 407; 77 L. J. K. B. 281.

223. ——. *M'Guigan* v. *Belfast Guardians*, 1885, 18 L. R. Ir. 89, was followed in *Lloyd* v. *Bermondsey Guardians*, [1913], 108 L. T. 716, in which case it was held that guardians have an absolute power to dismiss the matron of a workhouse without giving previous notice to her.

223. ——. A public vaccinator is not a person employed by the guardians within sec. 3 of the Poor Law Officers' Superannuation Act, 1896, and therefore a person who holds this appointment in addition to that of medical officer of health cannot add the fees he has received as public vaccinator to his salary as medical officer for the purpose of calculating his superannuation allowance (*Lawson* v. *Marlborough Union*, [1912] 2 Ch. 154; 81 L. J. Ch. 154).

227. ——. A married woman having separate property is liable to maintain her parents in the same way as a *feme sole* (Married Women's Property Act, 1908, 8 Edw. VII. c. 27). *Pontypool Union* v. *Buck*, [1906] 2 K. B. 896; 76 L. J. K. B. 66, is no longer law. The Act came into force on January 1, 1909. It only applies to England and Wales.

228. ——. The fact that a Court of summary jurisdiction has made an order under the Summary Jurisdiction (Married Women) Act, 1895, to the effect that his wife be no longer bound to co-habit with him, and that she should have custody of the children, and that he should pay her a weekly sum, does not rid a father of his legal liability to support his children in a case in which he does not obey the order by paying such weekly sum. In such a case he may be convicted as an idle and disorderly person under sec. 3 of the Vagrancy Act, 1824 (*Shaftesbury Union* v. *Brockway*, [1913] 1 K. B. 159; 82 L. J. K. B. 222).

230. ——. Where a man sent his children to the workhouse with a letter to the master giving his address, and stating that he was not running away, the justices were held to be right in dismissing a summons against him for running away and leaving his children chargeable under sec. 4 of the Vagrancy Act, 1824. In such a case the absence of concealment is a material factor (*Pallin* v. *Buckland*, 1911, 105 L. T. 197).

246. ——. Unlawful sexual intercourse between two paupers amounts to misbehaviour within sec. 5 of the Poor Relief Act, 1815 (*Holland* v. *Peacock*), [1912] 1 K. B. 154; 81 L. J. K. B. 256.

266. ——. The common-law liability of a pauper, who has been maintained in an infirmary at the expense of the guardians, to pay a reasonable sum for the necessaries supplied to him, includes the liability to pay a proportion of all the reasonable costs of maintaining the institution (*Islington Guardians* v. *Biggenden*, [1910] 1 K. B. 105; 79 L. J. K. B. 246).

271. ——. Under sec. 3 of the Poor Removal Act, 1861, and sec. 34 of the Divided Parishes Act, 1876, a married woman who has been deserted by her husband can acquire a settlement of her own apart from his settlement (*St. Matthew, Bethnal Green Union* v. *Paddington Union*, [1913] 1 K. B. 508; 83 L. J. K. B. 43).

271. ——. Under sec. 34 of the Divided Parishes and Poor Law Amendment Act, 1876, a legitimate child under the age of sixteen can acquire a settlement by residing in a parish with its father even if the father is not irremovable, and is disqualified from acquiring a settlement therein by reason of his having received Poor Law relief, provided the child does not share in the relief (*Tewkesbury Union* v. *Upton on Severn Union*, [1913] 3 K. B. 475; 83 L. J. K. B. 37).

275. ——. The decision in *R.* v. *Middlesex JJ.*, [1906] 2 K. B. 365, was affirmed in the Court of Appeal, see [1907] 2 K. B. 581; 76 L. J. K. B. 839.

276. ——. Line 28, *for* "[1902]," *read* "[1903]."

277. ——. A wife left her husband on the ground that he had contracted a venereal disease through misconduct with other women, and subsequently obtained a separation order under the Summary Jurisdiction (Married Women) Act, 1895. She was held to have been deserted by her husband within sec. 3 of the Poor Removal Act, 1861, and to have become immovable by that section as amended by sec. 17 of the Poor Law Amendment Act, 1866 (*Eastbourne Guardians* v. *Croydon Guardians*, [1910] 2 K. B. 16; 79 L. J. K. B. 646).

279. ——. Under sec. 34 of the Divided Parishes and Poor Law Amendment Act, 1876, 39 & 40 Vict. c. 61, a legitimate child can acquire a settlement while under the age of sixteen by residence with its mother in a parish from which the mother is irremovable (*Hackney Union* v. *Kingston-upon-Hull Incorporation for the Poor*, [1912] A. C. 475; 81 L. J. K. B. 739).

304. Port.—As to the right of a coal merchant to moor a coal hulk in a dockyard port, see *Denaby and Cadeby Main Collieries* v. *Anson*, [1911] 1 K. B. 171; 80 L. J. K. B. 320).

306. Portions.—As to the relative rights of children and strangers, see Ademption, Vol. I. p. 159, and herein.

306. ——. Where a portion vests in a younger son and by the time the portion becomes payable he has become the eldest son, he is entitled to share in the portion if the settlement shows that the younger sons are to be determined at the time of the vesting and not at the time of payment (*In re Wise; Smith* v. *Waller*, [1913] 1 Ch. 41; 82 L. J. Ch. 25).

308. ——. Where the donee of a power of appointment exercised it by will equally between seven objects of the power, and subsequently by deed appointed two equal seventh parts of the property to two of the seven objects, the rule against double portions was held to apply, and the objects to whom the appointments were made by deed were held not to be entitled to any further share under the will (*In re Peel's Settlement*, [1911] 2 Ch. 165; 80 L. J. Ch. 574).

313. Port Sanitary Authority. — The Sanitary Officers (Ports) Order, 1910 (St. R. & O. 1910, No. 1313), rescinds and replaces the previous Orders, see also the Port Sanitary Authorities (Assignment of Powers) Order, 1912 (St. R. & O., 1912, No. 1260).

323. Possession.—The decision in *Johnson* v. *Pickering*, [1907] 2 K. B. 437, was reversed in the Court of Appeal on the grounds that the sheriff did not seize the money during the lifetime of the debtor. See [1908] 1 K. B. 1; 77 L. J. K. B. 13.

325. ——. In order to acquire a possessory title under the Real Property Limitation Act, 1833, on the ground of abandonment of possession by the former owner, the person claiming must prove acts of ownership by himself, as well as the abandonment by the other party. The mere straying of the claimant's cattle, which is possible owing to the absence of a fence is not sufficient (*Kynoch Ltd.* v. *Rowlands*, [1912] 1 Ch. 527; 81 L. J. Ch. 340).

325. ——. The case of *Ashton* v. *Stock*, 6 Ch. D. 719, was followed in *Thompson* v. *Hickman*, [1907] 1 Ch. 550; 76 L. J. Ch. 254.

326, 327. ——. *Doe* v. *Barnard*, 1849, 13 Q. B. 945, was considered in *Perry* v. *Clissold*, [1907] A. C. 73; 76 L. J. P. C. 19.

331. Possessory Lien.—In *Jowitt* v. *Union Cold Storage Co.*, [1913] 3 K. B. 1; 82 L. J. K. B. 890, a company imported foreign meat into this country which they paid for by money advanced by a bank on bills drawn by the plaintiffs on the company, and discounted by the bank. The bills of lading made the meat deliverable to the order of the company, and were pledged with the bank as security for the bills of exchange. By agreement with the bank the meat was stored with the defendants, one of whose conditions was that the goods were received subject to a general lien for all charges accrued against the storer or for any other monies due from the owner of the goods. The company did not meet certain of the bills of exchange, and the plaintiffs paid them as drawers, and received in exchange the bills of lading from the bank. The defendants were held to be entitled to refuse to deliver the meat until the charges due to them from the company had been paid.

334. Possibility.—The rule against a possibility on a possibility applies to equitable interests in real estate (*In re Nash; Cook* v. *Frederick*, [1910] 1 Ch. 1; 79 L. J. Ch. 1).

338. Posthumous Child.—See *Ebbern* v. *Fowler*, [1909] 1 Ch. 578; 78 L. J. Ch. 497, as to the right of a bastard *en ventre sa mère* to take.

343. Post Office.—The enactments relating to the Post Office are now consolidated in the Post Office Act, 1908, 8 Edw. VII. c. 48.

343. ——. An Assistant Postmaster-General, if appointed, is capable of being elected to, and voting in, the House of Commons (Assistant Postmaster-General Act, 1909, 9 Edw. VII. c. 14).

346. ——. Section 20 of the Finance Act, 1911, 1 & 2 Geo. V. c. 48, gives to His Majesty power to provide by Order in Council that any powers and duties of the Commissioners of Inland Revenue, whether statutory or otherwise, with reference to any stamps used to denote duties of postage, being either adhesive stamps, or stamps which are usually sold or distributed at a post office, or with reference to any postal orders, licences or forms usually so sold or distributed, shall be exercised and performed by the Postmaster-General, either to the exclusion of the Commissioners, or concurrently with them.

349. ——. See the case of *Postmaster-General* v. *National Telephone Co.* in the House of Lords, [1909] A. C. 269 ; 78 L. J. Ch. 422.

357. Pound ; Pound Breach.—On the true construction of 1 & 2 Ph. & M. c. 12, sec. 1, animals distrained damage feasant may be driven to any pound within the hundred, rape, wapentake, or lathe, where they are taken, no matter how far from the place where they are taken ; but if they are taken to a pound outside the hundred, rape, wapentake, or lathe, they must be driven to a pound within the same shire not more than three miles from the place where they are taken (*Coaker* v. *Willcocks*, [1911] 2 K. B. 124 ; 80 L. J. K. B. 1026).

359. ——. As to the costs of a successful plaintiff in an action of pound breach, see *House Property Co. of London* v. *Whiteman*, [1913] 2 K. B. 382 ; 82 L. J. K. B. 887.

388. Powers.—*In re Ann; Wilson* v. *Ann*, [1894] 1 Ch. 459, was overruled in *In re Fieldwick ; Johnson* v. *Adamson*, [1909] 1 Ch. 1; 78 L. J. Ch. 153 (*q.v.*).

388. ——. *In re Dixon ; Pangold* v. *Dixon*, [1902] 1 Ch. 248 ; 71 L. J. Ch. 96, was overruled by *In re Avery ; Pinsent* v. *Avery*, [1913] 1 Ch. 208 ; 82 L. J. Ch. 434, cited herein *sub. tit* DEATH DUTIES.

389. ——. Where part of a trust fund is invested in real estate and is the subject of an appointment with power of revocation, a second appointment of the whole fund, containing no reference to the previous appointment and not referring to the real estate, is not a revocation of the first appointment (*In re Thursby's Settlement Trusts*, [1910] 2 Ch. 181 ; 79 L. J. Ch. 538).

390. ——. Line 4 from foot, *for* " L. R.," *read* " Ir. R."

393. ——. Although a donee of a power of appointment by will cannot affirmatively exercise it by deed during his life, yet he can so negatively restrict his exercise of the power by covenanting not to exercise the power as to reduce the share of one of the class below a fixed amount (*In re Evered ; Molineux* v. *Evered*, [1910] 2 Ch. 147 ; 79 L. J. Ch. 465).

393. ——. A foreigner may exercise a power of appointment by a will which is invalid in his country of domicile, if the execution is valid by English law (*Murphy* v. *Deichler*, [1909] A. C. 446; 78 L. J. P. C. 159).

393. ——. Where a donee of a special power of appointment appointed an annuity to his wife, and, in the event of his dying insolvent, a further annuity for a term of years on condition that she devoted four-fifths thereof towards paying his debts, the further appointment was held void and fraudulent and foreign to the object of the power (*In re Cohen; Brookes* v. *Cohen*, [1911] 1 Ch. 37; 80 L. J. Ch. 208).

394. ——. A bequest of "all stocks, shares, and securities which I possess, or to which I am entitled," subject to an existing life interest, is a bequest of personal property, described in a general manner within sec. 27 of the Wills Act, 1837 (*In re Jacob; Mortimer* v. *Mortimer*, [1907] 1 Ch. 445; 76 L. J. Ch. 217).

394. ——. In *In re Walker; MacColl* v. *Bruce*, [1908] 1 Ch. 560; 77 L. J. Ch. 370, the Court aided the defective execution of a power although there had been a previous valid execution.

394. ——. Where a donee of a general power of appointment made a will appointing executors and making bequests of general pecuniary legacies but containing no bequest of his residuary personal estate, and his own estate proved insufficient to pay the debts and legacies, it was held that by sec. 27 of the Wills Act, 1837, the will operated on an execution of the power so as to enable both debts and legacies to be paid (*In re Seabrook; Gray* v. *Baddeley*, [1911] 1 Ch. 151; 80 L. J. Ch. 61).

394. ——. Where the donee of a limited power of appointment appointed the property to a person who was not an object of the power for life, and after his death to two other persons, also not objects of the power, and in case none of these persons should live to take the property then to a person who was an object of the power, and two of the persons who were not objects of the power survived the donee, it was held that the limitation to the object of the power failed inasmuch as it was dependant on the previous void appointments (*In re Enever's Trusts; Power* v. *Power*, [1912] 1 Ir. R. 511).

394. ——. Where the donee of a power to appoint among such of her issue as should be living at the date of her death, appointed to all her children, disregarding the limitation on her power, it was held that the appointment was good as regarded those of issue as were living at the date of her death (*In re Witty; Wright* v. *Robinson*, [1913] 2 Ch. 666).

394. ——. In order to exercise a special power there must be a sufficient expression or indication of intention in the will or other instrument alleged to exercise it; either a reference to the power or a reference to the property subject to the power constitutes in general a sufficient indication for the purpose (*In re Ackerly; Chapman* v. *Andrew*, [1913] 1 Ch. 510; 82 L. J. Ch. 260).

394. ——. In *Charlton* v. *Charlton*, [1906] 2 Ch. 523; 75 L. J. Ch. 715, the approval of a draft deed was held a good exercise of a power.

395. ——. In *In re Master's Settlement*, [1911] 1 Ch. 321; 80 L. J. Ch. 190), trust funds were settled on the husband for life with a power of appointment between his children. There was a cessor clause in the event of the husband's bankruptcy. The husband having become bankrupt without exercising the power of appointment, the income was held to be divisible between the children during the husband's life, pending the exercise of the power.

409. Powers in Settlements of Personalty.—Line 22, *for* "351" *read* "361."

409. ——. *In re Bristol Settlement; Grey* v. *Grey*, [1897] 1 Ch. 946; 66 L. J. Ch. 446, was followed in *In re Cavendish; Grosvenor* v. *Butler*, [1912] 1 Ch. 794; 81 L. J. Ch. 400, and in *In re Wood; Wodehouse* v. *Wood*, [1913] 1 Ch. 303; 82 L. J. Ch. 203.

409. ——. *In re Perkins; Perkins* v. *Bagot*, [1893] 1 Ch. 283; 82 L. J. Ch. 531, does not lay down a general rule of construction (*In re Wood; Wodehouse* v. *Wood*, [1913] 2 Ch. 574).

409. ——. As to the effect of an advancement on a forfeiture clause, see *In re Hodgson; Weston* v. *Hodgson*, [1913] 1 Ch. 34; 82 L. J. Ch. 31.

422. Precatory Trusts.—A testatrix gave a legacy to A., and by a codicil of even date with the will stated: "I wish A. to use £1000, part of the legacy, for the endowment of a cot . . . and to retain the balance for his own use and benefit." By a later codicil she declared: "I wish A., after endowing a cot as provided by the first codicil, to use the balance of the legacy . . . for such charitable purposes as he shall in his absolute discretion think fit." Joyce, J., held that a trust was created for the charitable purposes named (*In re Burley*, [1910] 1 Ch. 215; 79 L. J. Ch. 182). On the other hand, in *In re Conolly*, [1910] 1 Ch. 219; 79 L. J. Ch. 148, where the testator said: "I specially desire that the sums herewith bequeathed shall . . . be specifically left by the legatees" to a certain class of charitable institutions, the legatees were held to take absolutely. The expression in a will, "it is my earnest desire and wish that my wife should during her lifetime pay out of my estate, etc.," does not create a precatory trust (*Dobie* v. *Edwards; In the Goods of Hanmer*, 1911, 80 L. J. P. 119), nor do the words, "I bequeath absolutely £5000, but it is my specific wish that the said sum should be distributed as follows"—(*In re Atkinson; Aikinson* v. *Atkinson*, 1911, 80 L. J. Ch. 370). In the latter case the doctrine of precatory trusts was discussed.

435. Precedents.—In *In re Hartland; Banks* v. *Hartland*, [1911] 1 Ch. 459; 80 L. J. Ch. 305. Swinfen Eady, J., said that where the exact point has been raised in a special case and fully argued, and decided by an unanimous judgment of the Court of Session, and where the question is simply one that turns upon the construction of a statute which extends to Scotland as well as to England, he considered it his duty as a judge of first instance to follow that decision.

440. Preliminary Act.—A landing-stage moored to the shore is not a vessel, and in an action for damages resulting from a collision between a vessel and such a stage the parties cannot be ordered to file preliminary acts (*The Craighall*, [1910] P. 207; 79 L. J. P. 73).

441. ——. The statements in a preliminary act amount to admissions from which the parties should only be allowed to depart in exceptional cases (*The Seacombe; The Devonshire*, [1912] P. 21; 81 L. J. P. 36).

443. ——. As to the answering of questions X. and XI. of the Preliminary Act, see *The Monica*, [1912] P. 147; 81 L. J. P. 92).

447. Preliminary Expenses.—*In re English and Colonial Produce Co.*, [1906] 2 Ch. 435, was overruled on the point referred to, in *In re National Motor Mail Coach Co.* (No. 1), [1908] 2 Ch. 515; 77 L. J. Ch. 790).

459. Prescription.—The decision in *Chesterfield* v. *Harris*, [1908] 1 Ch. 230, was reversed in the Court of Appeal, see [1908] 2 Ch. 397; 77 L. J. Ch. 688. The latter decision was affirmed in the House of Lords, [1911] A. C. 623; 80 L. J. Ch. 626.

472. Presumptions.—When land adjoining a railway is granted by conveyance, the presumption of ownership *ad medium filium viæ* does not arise as regards the railway (*Thompson* v. *Hickman*, [1907] 1 Ch. 550; 76 L. J. Ch. 254).

475. Prevention of Crime Act, 1908, 8 Edw. vii. c. 59.—See YOUTHFUL OFFENDERS, Vol. XIV. p. 848; HABITUAL CRIMINAL herein.

476. Previous Conviction.—The proof of identity in sec. 18 of the Prevention of Crimes Act, 1871, 34 & 35 Vict. c. 112, is satisfied if there is sufficient evidence for the Court to find that the identity has been established (*Martin* v. *White*, [1910] 1 K. B. 665; 79 L. J. K. B. 553).

496. Principal and Agent.—A person dealing with the licensee of a public-house is entitled to regard him as an agent of the owners, and is not bound to inquire as to his actual position, or whether the house is a tied one (*Kinahan* v. *Parry*, [1910] 2 K. B. 389; 79 L. J. K. B. 1083). This decision was reversed in the Court of Appeal on questions of fact, [1911] 1 K. B. 459; 80 L. J. K. B. 276.

503. ——. *Salomans* v. *Pender*, 1865, 3 H. & C. 639, and *Andrews* v. *Ramsay*, [1903] 2 K. B. 635; 72 L. J. K. B. 865, were distinguished in *Stubbs* v. *Slater*, [1910] 1 Ch. 632; 79 L. J. Ch. 420, where it was held that an agent, in the absence of fraud or breach of duty, was entitled to a reasonable remuneration.

503. ——. Where an agreement in writing gives an option to purchase property at a fixed price, and also gives to the person who has the option a commission on the sale of the property, such person is entitled to purchase the property for his own benefit, and is not precluded by the rule which forbids the purchase of property by an agent (*Kelly* v. *Enderton*, [1913] A. C. 191; 82 L. J. P. C. 57).

505. ——. A company which has contracted to discharge the debts of a bankrupt in consideration for the right to manage his estates and recoup themselves out of the profits cannot charge him with sums paid to the directors for services rendered in their professional capacities in connection with the management beyond the remuneration provided by the agreement (*Bath* v. *Standard Land Co. Ltd.*, [1910] 2 Ch. 408; 80 L. J. Ch. 36). This decision was, however, reversed by the Court of

Appeal, on the ground that the directors stood in a fiduciary relation to the company but not to the plaintiff, and that the company might properly charge the plaintiff profit, costs, salary, and commission paid to the directors in their professional capacities, but not the costs of keeping the accounts ([1911] 1 Ch. 618; 80 L. J. Ch. 426).

509. ——. An agent is entitled to his commission if the property is sold by the principal to a person the agent has introduced, even if the sale is made direct by the principal, and the agent has advised the principal not to accept the buyer's offer. An agent is not bound to communicate offers to his principal which the principal has impliedly told him will not be accepted (*Burchell* v. *Gowrie and Blockhouse Collieries*, [1910] A. C. 614; 80 L. J. P. C. 41). In the absence of an agreement to the contrary the principal is free to sell the property to a purchaser whom he finds without the intervention of the agent without becoming liable for commission (*Brinson* v. *Davies*, 1911, 105 L. T. 134).

509. ——. After *Fuller* v. *Eames*, add a reference to *Skinner* v. *Andrews*, 1910, 26 T. L. R. 340.

511. ——. A country stockbroker who charged his client the actual cost of stock, *plus* the London brokers' remuneration, was held not to be entitled to be indemnified by his client, he having dealt with the London brokers as principals and not as agents (*Johnson* v. *Kearley*, [1908] 2 K. B. 514; 77 L. J. K. B. 904). This case was distinguished in *Aston* v. *Kelsey*, [1913] 3 K. B. 314; 82 L. J. K. B. 817, in which case a country broker who sent a bought note to his principal which did not disclose that the price charged for the shares included a commission payable to a London broker, was held to be entitled to recover the price of the shares.

515. ——. If a person deals with an agent whose authority he knows to be limited, he does so at his peril, and cannot make the principal liable for acts done by the agent which he knows are in excess of his authority (*Russo-Chinese Bank* v. *Li Yau Sam*, [1910] A. C. 174; 79 L. J. P. C. 60).

515. ——. In order to make a third party liable in a case where an agent's liability is limited, it is necessary that the limitation of the agent's liability be brought to the notice of the third party (*International Sponge Importers* v. *Watt*, [1911] A. C. 279; 81 L. J. P. C. 12). In that case customers of the principal paid money to the agent in cash and cheques payable to the agent, without knowing that the agent had authority only to accept crossed cheques in payment. The principal was held not to be entitled to recover the amounts from the third party.

515. ——. Persons dealing with the licensee of a public-house are entitled to regard him as authorised to order spirituous liquors, and are not bound to inquire into his actual position and authority (*Kinahan* v. *Parry*, [1910] 2 K. B. 389; 79 L. J. K. B. 1083). This decision was reversed in the Court of Appeal on questions of fact ([1911] 1 K. B. 459; 80 L. J. K. B. 276).

517. ——. In *Willis* v. *Joyce*, 1911, 104 L. T. 576, an underwriter at Lloyd's was held to be estopped from denying the agency of an agent whom he had employed to the knowledge of those with whom he had done business, and of the determination of whose agency he had given no notice.

517. ——. *Rimmer* v. *Webster*, [1902] 2 Ch. 163; 81 L. J. Ch. 561, was applied in *Fry* v. *Smellie*, [1912] 3 K. B. 282; 81 L. J. K. B. 1003. In that case the plaintiff gave his agent possession of the documents of title, including a blank transfer, to certain shares with authority to raise a loan of not less than £250. The agent raised a loan from the defendant, who acted throughout innocently and *bona fide*, of £100 for the benefit of himself, and not of his principal. This loan not being repaid, the defendant enforced his security, and became possessed of the certificate for the shares. In an action to recover the shares from the defendant it was held that the blank transfer did not operate to put the defendant on his inquiry as the extent of the agent's authority, and, further, that as the plaintiff had entrusted his agent with documents apparently representing the entire ownership of the shares, he was estopped from denying that the agent had full authority to dispose of them. The plaintiff was therefore not entitled to the return of the shares.

520. ——. *Hastings* v. *Pearson*, [1893] 1 Q. B. 62; 62 L. J. Q. B. 75, was overruled in *Weiner* v. *Harris*, [1910] 1 K. B. 285; 79 L. J. K. B. 342, where it was held that a retail trader who had received goods from a wholesale manufacturer ostensibly on sale or return, was a mercantile agent within sec. 1 (1) of the Factors Act, 1889, and had implied authority to pledge the goods.

520. ——. As to the rights of the parties in a case where an agent wrongfully pledges his principal's securities, and then becomes bankrupt, see *In re Burge; Ex parte Skyrme*, [1912] 1 K. B. 393; 81 L. J. K. B. 721, cited *sub. tit.* BANKRUPTCY herein.

521. ——. After *Bannatyne* v. *MacIver*, [1906] 1 K. B. 103; 75 L. J. K. B. 120, add *Reversion Fund and Insurance Co.* v. *Maison Cosway Ltd.*, [1913] 1 K. B. 364; 82 L. J. K. B. 512.

522. ——. *In re Devalla Provident Gold Mining Co.*, 1883, 22 Ch. D. 593; 52 L. J. Ch. 434, was followed in *In re Djambi* (*Sumatra*) *Rubber Estates*, 1912, 107 L. T. 631, in which it was held that in an action for the recision of a contract to take shares in a company a confidential report made by an agent of the company was not admissible in evidence against the company.

531. ——. In *Robinson* v. *Beaconsfield Rural Council*, [1911] 2 Ch. 188; 80 L. J. Ch. 647), a local authority was under a duty to cleanse certain cesspools. They employed a contractor to do the work, but did not stipulate as to the disposal of the sewage. The contractor deposited the sewage on the plaintiff's land. It was held that the local authority had not contracted for the discharge of their duty and were liable for the fact that it had not been properly performed. Buckley, L. J., held further that even if they had contracted for the complete discharge of the duty they would still have been liable for the acts of the contractor.

531. ——. In a case where the managing clerk of a solicitor took a conveyance of property from a client of his principal fraudulently and without his principal's knowledge, and converted the proceeds of the property to his own purposes, the principal was held to be liable, as the clerk was acting in the course of his employment (*Lloyd* v. *Grace*, [1912] A. C. 716; 81 L. J. K. B. 1140).

534. ——. To the list of authorities as to an agent's liability on negotiable instruments, add *Chapman* v. *Smethurst*, [1909] 1 K. B. 927; 78 L. J. K. B. 654; *Landes* v. *Marcus*, 1909, 25 T. L. R. 478.

535. ——. Where a firm of steamship owners and brokers order stores for a steamer as agents, they are agents for a disclosed principal for the reason that the real owners of the vessel can be discovered by referring to the register of shipping (*Armour* v. *Duff*, [1912] S. C. 120).

536. ——. After *Oxenham* v. *Smith*, 1861, 6 H. & N. 690, add *Yonge* v. *Toynbee*, [1910] 1 K. B. 215; 79 L. J. K. B. 208.

539. ——. The case of *Willis* v. *Baddeley*, [1892] 2 Q. B. 324, was distinguished in *Nelson* v. *Nelson Line*, [1906] 2 K. B. 217; 75 L. J. K. B. 895, in which the position of underwriters and assured was differentiated from that of principal and agent.

539. ——. After *Schmaltz* v. *Avery*, 1851, 16 Q. B. 665, add a reference to *Harper* v. *Vigers*, [1909] 2 K. B. 549; 78 L. J. K. B. 867, cited *sub tit.* Broker herein.

542. ——. In *Wilson* v. *Harper*, [1908] 2 Ch. 370; 77 L. J. Ch. 607, an agent was entitled to a commission on all accounts introduced by him for so long as his principal did business with such persons. It was held that after the agent's death the principals were liable to pay the commission to his executors.

542. ——. Where a broker has a running account with a client the broker is entitled to close the account immediately on the death of the client, and if he is unable to sell the shares, he may take them over himself at a proper valuation, provided he does not prejudice the client's estate by so doing (*In re Finlay; Wilson* v. *Finlay*, [1913] 1 Ch. 565; 82 L. J. Ch. 295).

557. Principal and Surety.—See *Ascherson* v. *Tredegar Dry Dock Co.*, [1909] 2 Ch. 401; 78 L. J. Ch. 697, as to right of surety's executors to an order for payment on the principal.

557. ——. A party who negligently signs a guarantee, on the fraudulent misrepresentation that it is a document of some other kind, is not estopped from setting up the defence of *non est factum* in an action on the guarantee (*Carlisle and Cumberland Banking Co.* v. *Bragg*, [1911] 1 K. B. 489; 80 L. J. K. B. 472).

558. ——. *In re Mitchell; Freelove* v. *Mitchell*, [1913] 1 Ch. 201; 82 L. J. Ch. 121, a testator forgave his nephew all debts owing from the nephew, and gave him certain other benefits under his will. At the time of the testator's death the nephew owed his bank a sum exceeding £4000, against which the bank held a guarantee from the testator up to the amount of £4000. The bank claimed payment of £4000 from the executors. It was held that the executors were entitled to retain the beneficial interest of the nephew in order to make good the amount paid to the bank with interest, but that the gift of debts to the nephew did not include monies which the estate was liable to pay to the bank under the guarantee. It was also held that the right of the testator to get an indemnity from the nephew against the liability to the bank was not a debt.

561. ——. Line 14, *for* "2 Ch.," *read* "1 Ch."

565. Priorities.—The Act 12 & 13 Vict. c. xci., incorporating the General Land Drainage and Improvement Co., gives that company a charge which overrides prior encumbrances, even if the company has not investigated the title, in cases in which the Board of Agriculture has made an absolute order (*General Land Drainage and Improvement Co.* v. *United Counties Bank*, 1910, 103 L. T. 418; 26 T. L. R. 619).

566. ——. Lands A and B were subject to an annuity and a mortgage. The owner conveyed lands A to a purchaser with a covenant that the lands were free from encumbrances. Subsequently he mortgaged lands B without giving notice of the conveyance. It was held that the mortgagee of lands B was entitled to make lands A contribute rateably towards the prior charges (*Ocean Accident and Guarantee Corporation* v. *Collum*, [1913] 1 I. R. 337).

572. Prison.—For the provisions of the Prisoners (Temporary Discharge for Ill Health) Act, 1913, 3 Geo. v. c. 4, see PENAL SERVITUDE herein.

609. Private International Law.—Contracts relating to immovable property are governed by the *lex situs*. Therefore an agreement to mortgage real property by a person who has not capacity to so deal with it according to the *lex situs* is void (*Bank of Africa* v. *Cohen*, [1909] 2 Ch. 129).

609. ——. An English contract to give a mortgage on foreign land is, *inter partes*, to be interpreted according to English law, and is subject to all the incidents applicable to an ordinary English mortgage (*British South Africa Company* v. *De Beers Consolidated Mines, Ltd.*, [1910] 2 Ch. 502. This decision was reversed in the House of Lords, on other grounds, see [1912] A. C. 52; 81 L. J. Ch. 137.

609. ——. Where one of the terms of a contract was that the contract should be construed and take effect as a contract made in England, and in accordance with the law of England, and that the rights, duties, and liabilities of the parties should be referred to arbitration in conformity with the Arbitration Act, 1889, an injunction was granted restraining proceedings in a foreign Court (*Pena Copper Mines* v. *Rio Tinto Co.*, 1911, 105 L. T. 846).

609. ——. In the Scotch case of *M'Feetridge* v. *Stewarts* and *Lloyds*, [1913] S. C. 773, a minor, domiciled in Ireland, entered into an agreement in Scotland compromising a claim against his employers under the Workmen's Compensation Act. Subsequently he brought an action against them claiming damages, in which he relied on the contention that he was not bound by the agreement in that he was a minor at the time at which he entered into it. It was held that the question of his capacity to enter into the contract must be decided by the *lex loci contractus* and not by the *lex domicilii*.

611. ——. Line 31, *for* "FOREIGN MARRIAGE," *read* "MARRIAGE."

614. ——. When a domiciled Englishman was adjudicated bankrupt in New Zealand, and had obtained his discharge and was subsequently adjudicated bankrupt in England, a reversionary interest not disclosed in the New Zealand bankruptcy and discovered by the trustee in the English bankruptcy may be claimed by the trustee in the New Zealand bankruptcy (*In re Anderson; Ex parte New Zealand Official Assignee*, [1911] 1 K. B. 896; 80 L. J. K. B. 919).

618. Private Letters.—The lawful possessor of a private letter has all the rights of property therein, except that he may not publish it, or extracts from or paraphrases of it, and, if it is written in confidence, he may not communicate its contents. The lawful possessor of a letter may use the information contained therein without the writer's authority, and will not be restrained on the ground that the addressee committed a breach of confidence in parting with it (*Philip* v. *Pennell*, [1907] 2 Ch. 577; 76 L. J. Ch. 663).

619. ——. A person who has improperly obtained possession of documents to which he has no right, may be restrained by injunction from using them or the information contained therein. The rule that a litigant who cannot obtain production of original documents on the ground of privilege may prove their contents by means of copies, even though such copies have been obtained by improper means, does not apply where the right to retain and use such documents is the question in the action (*Ashburton* v. *Pape*, [1913] 2 Ch. 469; 82 L. J. Ch. 527).

624. Privilege.—A report made by the official receiver under clause 3 of Schedule I. to the Companies (Winding Up) Act, 1890, is absolutely privileged. So is the annual report of the Inspector-General in Bankruptcy under sec. 29 (2) of the same Act (*Burr* v. *Smith*, [1909] 2 K. B. 306; 78 L. J. K. B. 889).

633. ——. As to *Tenby* (*Mayor of*) v. *Mason*, [1908] 1 Ch. 457, see the Local Authorities (Admission of the Press to Meetings) Act, 1908, *sub tit.* LOCAL AUTHORITIES, MEETINGS OF, herein.

634. ——. Where an author and a printer jointly publish a libel, and the author is held to have acted on a privileged occasion, his privilege extends to the printer. But if this privilege is displaced by malice on the part of the author, the malice also extends to the printer, and renders him liable to the plaintiff. In such a case the author and the printer are joint tortfeasors, and each is liable for the wrongful acts of the other (*Smith* v. *Streatfield*, [1913] 3 K. B. 764; 82 L. J. K. B. 1237).

641. Privy.—A notice requiring the owner of premises to refund expenses incurred by a local authority under sec. 36 of the Public Health Act, 1875, is sufficiently signed within sec. 266, if it is signed on behalf of the local authority by their rating surveyor, whose duty it is to prepare, sign, and serve all notices demanding money due to the local authority, and to collect such moneys (*Willis* v. *Rotherham Corporation*, 1911, 105 L. T. 436).

648. Privy Council.—JUDICIAL COMMITTEE.—The Appellate Jurisdiction Act, 1908, 8 Edw. VII. c. 51, provides for alterations in the constitution of the Judicial Committee in certain cases.

On the hearing of an appeal from British India, Canada, Australia, New Zealand, the Cape of Good Hope, Natal, Transvaal, Orange River Colony, or Newfoundland, His Majesty may authorise any person, who is or has been a judge of the Court appealed from, or a judge of a Court to which an appeal lies from the Court appealed from, and whose services are available, to attend as an assessor on the hearing of the appeal (s. 1).

His Majesty may direct that not more than two members of the Privy Council, who are or have been Chief Justice or Judge of the High Court of Bengal, Madras, Bombay, the North-West Provinces, or any other Court in British India recognised for this purpose by Order in Council, shall be members of the Judicial Committee (s. 2).

Australia, Newfoundland, and the Union of South Africa (Appellate Jurisdiction Act, 1913, 3 & 4 Geo. v. c. 21, s. 3 (2)) are added to the colonies mentioned in the Judicial Committee Act, 1895, 58 & 59 Vict. c. 44 (s. 3).

A member of the Judicial Committee may resign on giving written notice to the Lord President of the Council (s. 4).

Section 5 enables His Majesty, by Order in Council, to refer all appeals to the Judicial Committee for so long as the Order remains in force; the annual Order in Council under sec. 9 of the Judicial Committee Act, 1844, 7 & 8 Vict. c. 69, is superseded.

648. ——. The maximum number of persons (who are or have been judges in certain parts of His Majesty's dominions) who may become members of the Judicial Committee of the Privy Council by reason of the Judicial Committee Amendment Act, 1895, is increased from five to seven by sec. 3 (1) of the Appellate Jurisdiction Act, 1913, 3 & 4 Geo. v. sec. 21.

By sec. 3 (3) His Majesty may, by Order in Council, regulate the order in which the persons qualified to become members of the Judicial Committee under the Act of 1895, as amended, are to become members thereof, so as to secure, as far as possible, an equal distribution of such members amongst the various parts of His Majesty's dominions to which the Act, as amended, relates.

650. ——. The Judicial Committee cannot hear appeals from courts-martial, nor can it entertain questions as to legislation legalising the sentences of such Courts (*Tilonko* v. *Att.-Gen. for Natal*, [1907] A. C. 93, 461; 76 L. J. P. C. 29, 105).

651. ——. The Orders of 1842, 1853, 1855, 1871, 1873 and 1905, regulating the practice and procedure, are revoked and new rules substituted by the Judicial Committee Rules, 1908 (St. R. & O. 1908, p. 405).

651. ——. After the expiration of the time for appealing, an appellant cannot remedy the defect by another application to the Court below (*Grieve* v. *Tasker*, [1906] A. C. 132; 75 L. J. P. C. 12).

653. ——. A party to an appeal cannot raise the question of misdirection of the jury if he has not done so in the Court appealed from (*White* v. *Victoria Lumber and Manufacturing Co.*, [1910] A. C. 606; 80 L. J. P. C. 38).

654. Privy Purse.—Line 13 from foot, *for* "1880," *read* "1800."

679. Probate.—*In re Bonnefoi; Surrey* v. *Perrin*, [1913] p. 233; 82 L. J. P. 17, an Englishwoman domiciled in Italy died in that country, leaving a letter which it was claimed was valid as a will in Italy. Two of the next of kin started proceedings in England against the defendants who were interested in the alleged will. The defendants started proceedings in Italy. The Court of Appeal held that the English court should decide whether the will was a good will or not according to the law of Italy, and refused to stay the action.

681. ——. See *In the Goods of Walker*, [1909] P. 115, in which case the administrator was unable to swear to the death in the usual manner.

681. ——. In *In the Goods of Davis*, [1906] P. 330; 75 L. J. P. 94, a grant was made to the nominees of a sole executrix and residuary legatee who was incapable of taking probate owing to ill-health.

681. ——. In *In the Goods of Toscani*, [1912] P. 1; 81 L. J. P. 15, letters of administration with the will annexed were granted to a person who had already renounced probate as sole executor. In this case it was held that rule 50 of the Rules and Orders of 1862 (non-contentious business) which states that no person who renounces probate of a will or letters of administration in one character is to be allowed to take a representation of the same deceased in another character, was discretionary.

682. ——. Where the attesting witnesses could not be found, the Court admitted in a suit for probate in solemn form an affidavit of one of them sworn in support of an application for probate in common form (*Hayes* v. *Willis*, [1906] 75 L. J. P. 86).

683. ——. As to revocation of probate on the discovery of a later codicil and the rights of legatees, see *In re West; West* v. *Roberts*, [1909] 2 Ch. 180; 78 L. J. Ch. 559.

684. ——. A grant of administration with the will annexed was made to a residuary legatee as against the executor of the testator's widow, who had been given a life interest and who had died without taking probate (*In the Goods of Lupton*, [1905] P. 321; 74 L. J. P. 162).

684. ——. The Court has power in a proper case to make a limited grant of probate in favour of persons entitled to a general grant. This was done in *In the Estate of Von Brentano*, [1911] P. 172; 80 L. J. P. 80, where a domiciled foreigner left a foreign will dealing with foreign assets and English personalty, in which he appointed a foreign executor, and also an English will dealing with English realty, under which he appointed English executors. A grant was made to the English executors limited to the real estate, and a *caeterorum* grant was made to the foreign executor.

684. ——. H. died without issue but leaving a widow in 1899. No will could be found, and letters of administration were granted to the widow. The widow sold part of the estate to the defendant, and part of the purchase money was invested as dower for the widow, the remainder being divided among the co-heiresses. The widow died in 1911, and her executor discovered H.'s will, by which he appointed the plaintiffs his executors and left the property, which the defendant had bought, to the widow for life and after her death to one of the plaintiffs as an heirloom. The letters of administration granted to the widow were revoked, and it was held that the plaintiffs were entitled to recover possession of the property sold, they undertaking to hand over the dower fund in exchange for the title deeds (*Hewson* v. *Shelley*, [1913] 2 Ch. 384; 82 L. J. Ch. 551) [Reversed in Court of Appeal, Hilary Term, 1914.]

685. ——. All letters of administration now contain an undertaking by the grantee to bring them into the Registry if called upon to do so. This provision has been adopted in order to guard against either loss or destruction. The grant of administration is always personal, and even where taken in an official capacity does not pass to the successor in office of the grantee (*In the Goods of Heathcote*, [1913] P. 42 ; 82 L. J. P. 40).

685. ——. As to grant of letters of administration, see, further, EXECUTORS AND ADMINISTRATORS, Vol. V. p. 556, and herein.

686. ——. In the case of a small estate, where the administrator had left the country, and had taken the grant of letters of administration with him, the Court revoked the grant, and made a new one *de bonis non*, without giving notice to the administrator or producing the original grant (*In the Estate of Thomas*, [1912] P. 177 ; 81 L. J. P. 91).

688. ——. In a small estate where no next-of-kin to the intestate could be found, and the assets required immediate attention, administration was granted to a creditor without citing the next-of-kin, if any, under sec. 73 of the Court of Probate Act, 1857 (*In the Goods of Heerman*, [1910] P. 357 ; 80 L. J. P. 7).

689. ——. Sureties to an administration bond are dispensed with when the grant is made to an official receiver in bankruptcy who has already given security as an official of the Board of Trade (*In the Goods of Causton*, [1906] P. 124 ; 75 L. J. P. 42).

689. Probation of Offenders.—The discharge of night sewage into a river is not *primâ facie* a trivial offence under sec. 16 of the Summary Jurisdiction Act, 1879, 42 & 43 Vict. c. 49 (see now Probation of Offenders Act, 1907, 7 Edw. VII. c. 17, s. 1) (*Lee Conservancy* v. *Bishop's Stortford Urban Council*, 1906, 70 J. P. 244 ; 4 L. G. R. 641) ; nor is the sale of liquor without a licence for nine days intervening between the departure of a licensed tenant and the next sessions at which an application for a transfer could be made (*Barnard* v. *Barton*, [1906] 1 K. B. 357 ; 75 L. J. K. B. 326).

690. ——. Under sec. 2 of the Probation of Offenders Act, 1907, 7 Edw. VII. c. 17, there is no power to insert a condition in the recognisances of a person convicted of housebreaking, that he shall abstain from intoxicating liquor (*R.* v. *Davies*, [1909] 1 K. B. 892 ; 78 L. J. K. B. 363).

690. ——. Courts of Quarter Sessions have power, as part of their inherent jurisdiction, to order a convicted person to come up for judgment when called upon. This jurisdiction is not interfered with by the Probation of Offenders Act, 1907. Therefore, although sec. 6 (5) of that Act (see Vol. XI. p. 691, paragraph (*d*)) probably only applies to cases under sec. 1 (1), where a convicted person has been bound over under sec. 1 (2) by Quarter Sessions and liberated on entering into a recognisance subject to conditions authorised by the Act, the Sessions have power to convict the accused on his breaking those conditions (*R.* v. *Spratling*, [1911] 1 K. B. 77 ; 80 L. J. K. B. 176).

VOLUME XII.

4. **Production, Census of.**—See the Order in Council of October 28, 1911, providing for a second census in 1913, and that of June 20, 1912 (St. R. & O., 1912, No. 786), granting exemptions from the necessity for making returns.

4. **Profits.**—The meaning of the word "profits" was discussed in *In re Spanish Prospecting Co. Ltd.*, [1911] 1 Ch. 92; 80 L. J. Ch. 210.

5, 6. **Profits a Prendre.**—The decision in *Chesterfield* v. *Harris*, [1908] 1 Ch. 230, was reversed in the Court of Appeal, see [1908] 2 Ch. 397; 77 L. J. Ch. 688. The latter decision was affirmed in the House of Lords, [1911] A. C. 623; 80 L. J. Ch. 626.

18. **Prohibition.**—As to prohibition in Mayor's Court in an action on a promissory note payable within the jurisdiction, see *Josolyne* v. *Roberts*, [1908] 2 K. B. 349; 77 L. J. K. B. 845.

27. **Promissory Note.**—The decision in *Speyer* v. *Inland Revenue Commissioners*, 23 T. L. R. 145, was affirmed in the House of Lords, see [1908] A. C. 92; 77 L. J. K. B. 302.

28. ——. Presentment for payment at a particular place is necessary, although the place has been inserted merely to give jurisdiction to a particular Court (*Josolyne* v. *Roberts*, [1908] 2 K. B. 349; 77 L. J. K. B. 845).

33. **Proprietary Chapels.**—See *Nevill* v. *Studdy*, 1906, 94 L. T. 391; 22 T. L. R. 349.

40. **Prostitute.**—In sec. 1 (3) of the Vagrancy Act, 1898, the words "and has no visible means of subsistence" are repealed, and the words "or is proved to have exercised control, direction, or influence over the movements of a prostitute in such a manner as to show that he is aiding, abetting, or compelling her prostitution with any other person or generally" are substituted (Criminal Law Amendment Act, 1912, 2 & 3 Geo. v. c. 20, s. 7 (1)).

The period of imprisonment with hard labour to which a person deemed to be a rogue and vagabond under the Vagrancy Act, 1898, is liable to be sentenced is increased to six months, but such a person is not liable to be dealt with as an incorrigible rogue within the meaning of the Vagrancy Act, 1824. Except as stated above, the subsection does not affect the powers of a Court of Summary Jurisdiction to deal with a person deemed to be a rogue and vagabond under the Vagrancy Act, 1898, anything in any other Act to the contrary notwithstanding (*ibid.* s. 7 (2)).

The Vagrancy Act, 1908, as amended by the present Act, is extended to Ireland except that the words "be deemed a rogue and vagabond within the meaning of the Vagrancy Act, 1824, and be liable to be dealt with accordingly" are altered to "be liable on summary conviction to imprisonment for a term not exceeding six months with hard labour" (*ibid.* s. 7 (3)).

Every female who is proved to have, for the purposes of gain, exercised control, direction, or influence over the movements of a prostitute in such a manner as to show that she is aiding, abetting, or compelling her prostitution with any person, or generally, is guilty of an offence under the Vagrancy Act, 1898, and that Act, as amended and extended by the present Act, applies accordingly (*ibid.* s. 7 (4)).

A person charged with an offence under the Vagrancy Act, 1898, may, instead of being proceeded against in England as a rogue and vagabond, or in Ireland summarily, be proceeded against an indictment, and on conviction on indictment is liable to imprisonment with or without hard labour, for a term not exceeding two years, and, in the case of a second or subsequent conviction, such second or subsequent conviction being on indictment, the Court may, in addition to any term of imprisonment awarded, sentence the offender, if a male, to be once privately whipped. The first of these convictions need not be on indictment (*R.* v. *Austin,* [1913] 1 K. B. 551; 82 L. J. K. B. 387). The number of strokes and the instrument are to be specified in the sentence (*ibid.* s. 7 (5)).

The wife or the husband of a person charged with an offence under the Vagrancy Act, 1898, may be called as a witness either for the prosecution or the defence and without the consent of the person charged, but this provision is not to affect a case where the wife or husband of a person charged with an offence may at common law be called as a witness without the consent of that person (*ibid.* s. 7 (6)).

By sec. 8 the Act does not apply to proceedings pending at the commencement of the Act. Therefore where a prisoner was arrested five days before the commencement of the Act, it was held that the Court had no power to order him to be whipped (*R.* v. *O'Connor,* [1913] 1 K. B. 557; 82 L. J. K. B. 335).

40. ——. As to women or girls who are defectives, see the Mental Deficiency Act, 1913, 3 & 4 Geo. v. c. 28, *sub. tit* ASYLUMS herein.

40. ——. In a prosecution under sec. 1 of the Vagrancy Act, 1898, for living wholly or in part on the earnings of prostitution, the wife of the accused is not a competent witness, even if it is on her earnings that the accused is charged with living, and the proceedings are instituted by her (*Director of Public Prosecutions* v. *Blady,* [1912] 2 K. B. 89; 81 L. J. K. B. 613).

40. ——. In an indictment under sec. 2 (1) of the Criminal Law Amendment Act, 1885, it is sufficient to allege that the offence was committed against a "girl," without specifying her age. The words "under 21 years of age" in the said section qualify the word "woman" only and not the word "girl" (*R.* v. *Jones,* 1911, 106 L. T. 1024).

41. ——. The offence of procuration under sec. 2 of the Criminal Law Amendment Act, 1885, 48 & 49 Vict. c. 69, is a continuing one, and therefore a person who has brought a girl from Scotland into England may be tried in England (*R.* v. *Mackenzie,* 1910, 75 J. P. 159).

42. ——. By sec. 1 of the Criminal Law Amendment Act, 1912, 2 & 3 Geo. v. c. 20, a constable may take into custody without a warrant any person whom he shall have good cause to suspect of having committed or having attempted to commit any offence against sec. 2 of the Criminal Law Amendment Act, 1885. Section 2 of the same Act adds the words "or frequents" after the words "an inmate of" wherever they occur in sub-secs. (3) and (4) of the Criminal Law Amendment Act, 1885.

Any male person who is convicted under sec. 2 of the Criminal Law

Amendment Act, 1885, may at the discretion of the Court, and in addition to any term of imprisonment awarded in respect of the said offence, be sentenced to be once privately whipped, and the number of strokes and the instrument with which they are to be inflicted are to be specified in the sentence (Criminal Law Amendment Act, 1912, s. 3).

51. Protector of the Settlement.—Where a married woman would, if single, be protector of a settlement in respect of a prior estate which is, by virtue of the Married Women's Property Act, 1882, 45 & 46 Vict. c. 75, made her separate property, she alone is protector of the settlement. This provision applies to disentailing assurances and surrenders made after December 31, 1882 (Married Women's Property Act, 1907, 7 Edw. VII. c. 18, s. 3).

53. ——. *Bell* v. *Holtby*, L. R. 15 Eq. 178, has been acted on for too long to be departed from (*Cohen* v. *Bayley-Worthington*, [1908] A. C. 97; 77 L. J. Ch. 363).

70. Proxies.—A proxy which is properly stamped at execution may be filled in subsequently by any person duly authorised to do so (*Sadgrove* v. *Bryden*, [1907] 1 Ch. 318; 76 L. J. Ch. 184).

75. Publication (in Cases of Defamation).—In *Burr* v. *Smith*, [1909] 2 K. B. 306; 78 L. J. K. B. 889, Fletcher Moulton, L. J., held that the delivery of an annual report, pursuant to sec. 29 (2) of the Companies (Winding Up) Act, 1890, by the Inspector-General to the Board of Trade did not amount to a publication of the report.

81. Public Authorities Protection Act, 1893.—As to notice of special defence in the County Court under Order X. r. 14, see COUNTY COURTS herein.

82. ——. The Public Authorities Protection Act, 1893, applies to a private as well as to a public statute (*Bennett* v. *Stepney Corporation*, 1912, 107 L. T. 383).

82. ——. The periodical inundation of a person's land with sewage is a continuing cause of action, and therefore the owner of the land is not limited to six months' damage in a case where the damage is caused by the non-repair of a sewer by a public authority (*Att.-Gen.* v. *Lewes Corporation*, [1911] 2 Ch. 495; 81 L. J. Ch. 40).

82. ——. See *Merrick* v. *Liverpool Corporation*, [1910] 2 Ch. 449; 79 L. J. Ch. 751, where the Act was held to apply in a case where the plaintiff refrained from enforcing a statutory obligation.

82. ——. Section 1 of the Act does not apply to proceedings under the Workmen's Compensation Act, 1906 (*Fry* v. *Cheltenham Corporation*, 1911, 81 L. J. K. B. 41).

83. ——. The Act does not apply so as to afford a defence where a public authority has neglected to perform a duty which is a continuing one (*Hart* v. *Marylebone Borough Council*, 1912, 76 J. P. 257).

84. ——. The provisions of the Act as to time do not apply where the plaintiff alleges that he was induced to enter into a contract with the public authority by fraud (*Pearson* v. *Dublin Corporation*, [1907] A. C. 351; 77 L. J. P. C. 1).

84. ——. The Act probably applies to borrowings by a local authority, which are *ultra vires* and illegal (*Att.-Gen.* v. *West Ham Corporation*, [1910] 2 Ch. 560; 80 L. J. Ch. 105).

88. Public Business.—As to *Challoner* v. *Robinson*, [1908] 1 Ch. 49, see Law of Distress Amendment Act, 1908, *sub tit.* DISTRESS herein.

100. Public Company.—As to the position of a railway company whose dividend warrants are lost in the post, see *Thairlwall* v. *Great Northern Railway*, [1910] 2 K. B. 509; 79 L. J. K. B. 924.

104. Public Entertainments.—By sec. 1 of the Cinematograph Act, 1909, 9 Edw. VII. c. 30, no cinematograph or similar exhibition in which inflammable films are used may be given except in compliance with regulations made by the Secretary of State (see Cinematograph (England) Regulations, St. R. & O. 1910, No. 189; Cinematograph (Ireland) Regulations, St. R. & O. 1910, No. 433), or elsewhere than in premises licensed under the Act (s. 1). The word "inflammable" is not restricted to films which are inflammable only when in use in a cinematograph machine (*Victoria Pier Syndicate* v. *Reeve*, 1912, 76 J. P. 374). The Act does not apply to an exhibition given in a private dwelling-house to which the public are not admitted (s. 7 (4)). The county councils and borough councils are the licensing authorities, and they may impose conditions and restrictions, subject to the regulations of the Secretary of State. A condition forbidding opening on Sundays, Good Friday, or Christmas Day is valid (*London County Council* v. *Bermondsey Bioscope Co.*, [1911] 1 K. B. 445; 80 L. J. K. B. 141). A licence lasts for a year or a shorter period; it may be transferred by the council (s. 2).

The owner of a cinematograph who uses it, or allows it to be used, and the owner of premises who allows them to be used, in contravention of the Act, regulations, or conditions, is liable to a fine, on summary conviction, not exceeding £20, and, in the case of a continuing offence, to a further penalty of £5, and to have his licence revoked (s. 3). A constable or officer appointed by the council may enter premises in which he has reason to believe an exhibition is being or about to be held; penalty for obstruction, £20.

County councils may delegate their powers to justices in petty sessions (s. 5).

Section 7 deals with premises licensed by the Lord Chamberlain, temporary user and movable buildings.

106. ——. As to the obligation of persons providing entertainments for children, or entertainments where the majority of the persons attending are children, and the number of children exceeds 100, to provide for their safety, see the Children Act, 1908, 8 Edw. VII. c. 67, sec. 121.

107. Public Health.—In districts where the Act is in force (see ss. 2 (2) and 3) the Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, gives local authorities extended powers to deal with many matters of minor importance. The most important of these are dealt with under the following headings:—NEW BUILDING, Vol. IX. p. 630; PRIVY, Vol. XI. p. 640; URINAL, Vol. XIV. p. 395; and INFECTIOUS DISEASES, COMMON LODGING-HOUSES, and STREETS herein.

114. ——. Under sec. 308 of the Public Health Act, 1875, a person, the access to whose premises is temporarily obstructed by the execution of works authorised by the Act, may recover damages, provided that the claim is in respect of a matter as to which he would have had a good cause of action if it had been done apart from statutory authority (*Lingké* v. *Christchurch Corporation*, [1912] 3 K. B. 595; 82 L. J. K. B. 37).

116. ——. Section 211 (1) (*a*) of the Public Health Act, 1875, 38 & 39 Vict. c. 55, which gives an urban authority power to rate owners of property of a rateable value not exceeding £10 at a reduced rate instead of the occupiers, does not apply in cases where the owner is also the occupier (*R.* v. *Propert; Ex parte Jones*, [1911] 1 K. B. 83; 80 L. J. K. B. 98).

120. Public Meeting.—By the Public Meeting Act, 1908, 8 Edw. VII. c. 66, any person who, at a lawful public meeting, acts, or incites others to act, in a disorderly manner for the purpose of preventing the transaction of the business for which the meeting is called together, is guilty of an offence. If the offence is committed at a political meeting between the issue of and the return to the writ, he is guilty of an offence under the Corrupt and Illegal Practices Act, 1883, 46 & 47 Vict. c. 51 (see Vol. IV. p. 19). In any other case he is liable, on summary conviction, to a fine not exceeding £5, or to imprisonment not exceeding one month.

A meeting held on a highway may be a lawful public meeting within sec. 1 (*Burden* v. *Rigler*, [1911] 1 K. B. 337; 80 L. J. K. B. 100).

124. Public Policy.—An agreement by a person against whom a criminal charge is pending to indemnify a person who goes bail for him is an indictable offence (*R.* v. *Porter*, [1910] 1 K. B. 369; 79 L. J. K. B. 241).

An agreement which involves the bringing of fictitious legal proceedings for the purpose of advertisement is void (*Dann* v. *Curzon*, 1910, 104 L. T. 66).

124. ——. A gift to a married woman during such time as she lives apart from her husband is not necessarily contrary to public policy if she is already deserted at the date of the will under which the gift is made (*In re Charleton; Bracey* v. *Shewin*, 1911, 55 S. J. 330).

124. ——. An agreement compromising a divorce suit whereby the co-respondent covenants not to come within 10 miles of petitioner's residence is not contrary to public policy (*Upton* v. *Henderson*, 1912, 106 L. T. 839).

125. ——. An agreement between a husband and wife living apart under a separation order, by which the wife agrees to return to the husband, and the husband agrees to pay the wife a fixed sum should he be again separated from her by a justices' order, is not contrary to public policy (*Harrison* v. *Harrison*, [1910] 1 K. B. 35; 79 L. J. K. B. 133). See also *MacMahon* v. *MacMahon*, [1913] 1 I. R. 154.

127. Public Records and Documents.—BANKERS' BOOKS.—See BANK BOOKS herein.

133. Public Undertaking.—*Gardner* v. *London, Chatham and Dover Railway*, 1867, L. R. 2 Ch. 201, was distinguished in *Saunders* v. *Bevan*, 1912, 107 L. T. 70, see *sub tit.* DEBENTURE herein, p. 182.

141. Purchaser for Value without Notice.—An appointment under a common law power, or a power operating under the Statute of Uses by which the legal estate has passed, is voidable only, and a purchaser for value with the legal estate and without notice is not affected by the fraudulent execution of the power; but an appointment in fraud of an equitable power, *i.e.* not operating so as to pass the legal estate or interest, is void, and a purchaser for value without notice but without the legal title can only rely on such equitable defences as are open to purchasers without the legal title who are subsequent in time against prior equitable titles. There can be no ratification or confirmation of an appointment which is void in equity where no legal estate has passed (*Cloutte* v. *Storey*, [1911] 1 Ch. 18; 80 L. J. Ch. 193). The carrying over in an administration action of a fund to the separate account of the purchaser, subject to a life interest, does not operate to give the purchaser a legal title (*ibid.*).

149. Pursuit of Game.—In the Scotch case of *Nicoll* v. *Strachan*, [1913] S. C. (J) 18, a person shot a rabbit on the public road. The rabbit ran on to private ground and there died. The shooter sent his dog to retrieve it. It was held that he had trespassed "in search or pursuit of" game within the meaning of sec. 1 of the Game (Scotland) Act, 1832, which corresponds with sec. 30 of the Game Act, 1831.

160. Quarter Sessions.—The Quarter Sessions Act, 1894, 57 & 58 Vict. c. 6, is repealed, and the following provision enacted in its place:—"A Court of Quarter Sessions for a county, or the justices of a county assembled at special meeting (which special meeting they are hereby authorised to hold), may at any time it may appear desirable for any purpose, fix or alter the time for holding the next Court of Quarter Sessions, so that the sessions be held not earlier than fourteen days before nor later than fourteen days after the week in which they would otherwise be held" (Assizes and Quarter Sessions Act, 1908, 8 Edw. VII. c. 41). For the other provisions of this Act dealing with the dispensing of the attendance of jurors and the holding of sessions when there is no business to transact, see CIRCUITS AND ASSIZES herein.

160. ——. When Quarter Sessions are sitting in two courts the power to discharge a jury in the second court is not restricted to that court, but the jury may be discharged by the first court. It is doubtful whether the prisoner must be present when the jury is discharged (*R.* v. *Richardson*, [1913] 1 K. B. 395; 82 L. J. K. B. 333).

162. ——. To list of offences not triable at Quarter Sessions add: 24. Offences against the Punishment of Incest Act, 1908, 8 Edw. VII. c. 48.

165. ——. Where a person appeals from a decision of the Justices to Quarter Sessions, and dies before the appeal is heard, Quarter Sessions in dismissing the appeal have no jurisdiction to order the costs to be paid by the personal representatives of the deceased (*R.* v. *Spokes; Ex parte Buckley*, 1912, 107 L. T. 290).

169. Queen Anne's Bounty.—First fruits and tenths are apportionable between successive bishops, but not as against the treasurer of Queen Anne's Bounty (*Bishop of Rochester* v. *Le Fanu*, [1906] 2 Ch. 513; 75 L. J. Ch. 743). See APPORTIONMENT herein.

171. ——. By sec. 2 of the Parsonages Act, 1911, 1 & 2 Geo. v. c. 29, purchase moneys paid to the Governors of Queen Anne's Bounty under sec. 8 of the Parsonages Act, 1838, are subject to the duty imposed by that Act to be applied for the benefit of the particular benefice on account of which it is received, until the complete execution of the duty imposed on them by the Act of 1838, the interest on such purchase moneys is to be accumulated unless the Governors in their uncontrolled discretion think fit to pay it or part of it to the incumbent of the benefice for his own use and benefit.

Where the purchase moneys paid to the Governors under sec. 8 of the Act of 1838 arise from the sale of property purchased originally, or built or improved wholly or in part, by means of a loan under the Clergy Residences Repair Act, 1776, or the Acts amending or extending it, and any principal money still remains owing on account of the loan, the Governors may, if they think fit, discharge the whole or part of that balance out of the purchase money (s. 2).

Section 14 of the Church Building Act, 1839, is repealed so far as it is inconsistent with the above provisions (s. 4).

174. Queensland.—The right of appeal to the Privy Council has not been taken away by the Commonwealth Judiciary Act, 1903. See AUSTRALIA herein. Appeals are now regulated by Order in Council of October 18, 1909 (St. R. & O. 1909, No. 1229).

191. Rag Flock Act, 1911.—By sec. 1 (1) of the Rag Flock Act, 1911, 1 & 2 Geo. v. c. 52, it is an offence, punishable on summary conviction by a fine not exceeding £10 for a first offence, and £50 for any subsequent offence, for any person to sell or have in his possession for sale flock manufactured from rags, or to use such flock for the purpose of making any article of upholstery, cushions, or bedding, or to have in his possession any such flock intended to be used for any such purpose, unless such flock conforms to the standard of cleanliness prescribed by regulations made by the Local Government Board. Regulations made by the Board are to be laid before Parliament, and the Rules Publication Act, 1893, applies to them as if they were statutory rules (subsec. (2)). Removing the stuffing from a mattress and replacing it in the same covering is not a "making" of bedding within the meaning of the above section (*Gamble* v. *Jordan*, [1913] 3 K. B. 149; 82 L. J. K. B. 743).

Where proceedings are taken under the Act, and in those proceedings it is proved that an offence has been committed, but that the person charged (*a*) purchased the flock from a person resident in the United Kingdom who sold it under a warranty that it conformed with the standard of cleanliness, and (*b*) took reasonable steps to ascertain, and did in fact believe in, the accuracy of the warranty, the person charged may, on an information laid by him, have the person who gave the warranty brought before the Court and that person may be convicted of the offence and in addition may be ordered to pay the costs incidental to the proceedings; in such a case the person originally charged is exempt from any fine (subsec. 3)).

Flock found in the possession of a person charged with having flock in his possession in contravention of the Act is deemed to be intended for sale or for use as specified in subsec. (1) unless the contrary is proved (subs. (4)).

The duty of enforcing the Act is placed with the sanitary authorities, and a medical officer of health, an inspector of nuisances, or a sanitary inspector, or any other officer appointed by the sanitary authority, may institute and carry on proceedings under the Act, and may enter at all reasonable times premises in which he has reasonable cause to believe that an offence is being committed, and may examine and take samples of flock for the purposes of analysis. Where a sample is so taken the occupier of the premises may require the officer to divide it into two parts and to mark, seal and deliver one part to him. The penalty for wilfully obstructing an officer in the execution of his powers is a fine not exceeding £10 on summary conviction (subs. (5)). Subsection (6) deals with the expenses of sanitary authorities under the Act; and by subsec. (7) all fines under the Act are to be paid to the sanitary authority and carried to the credit of the fund from which the expenses of the Act are defrayed.

The Act applies to England, Scotland, and Ireland and comes into force on July 1, 1912 (s. 2).

By the Rag Flock Regulations, 1912, dated June 7, 1912, flock is deemed to conform to the standard of cleanliness for the purposes of sec. 1 (1) when the amount of soluble chlorine, in the form of chlorides, removed by thorough washing with distilled water at a temperature not exceeding 25 degrees Centigrade, from not less than 40 grammes of a well-mixed sample of flock, does not exceed 30 parts of chlorine in 100,000 parts of the flock.

201. Railways.—See ULTRA VIRES, Vol. XIV. pp. 361, 364, and herein.

211. ——. A railway may purchase land and minerals within the limits of deviation which are necessary or incidental to the maintenance of the line, even after the expiration of the statutory powers of purchase (*Thompson* v. *Hickman*, [1907] 1 Ch. 550; 76 L. J. Ch. 254).

213. ——. Section 23 of the Regulation of Railways Act, 1868, 31 & 32 Vict. c. 119, does not operate to extinguish a way dedicated by the railway company before that date (*Arnold* v. *Morgan*, [1911] 2 K. B. 314; 80 L. J. K. B. 955).

215. ——. As to *Great Western Railway Co.* v. *Bennett*, 1867, L. R. 2 H. L. 27, see *Howley Park Coal and Cannel Co.* v. *London and North-Western Railway*, [1913] A. C. 11; 82 L. J. Ch. 76, *sub tit.* LANDS CLAUSES ACTS herein.

220. ——. *West Lancashire Rural Council* v. *Lancashire and Yorkshire Rly.*, [1903] 2 K. B. 394, was distinguished in *Hertfordshire County Council* v. *Great Eastern Rly.*, [1909] 2 K. B. 403; 78 L. J. K. B. 1076, where the company was held liable to repair the approaches to a level crossing on common-law principles.

224. ——. The decision in *Rhondda Urban Council* v. *Taff Vale Rly.*, [1908] 1 K. B. 239, was affirmed in the House of Lords, [1909] A. C. 253; 78 L. J. K. B. 647.

236. ——. After *South-Eastern and Chatham Rly.* v. *London County Council*, 84 L. T. 632, add a reference to *London County Council*

v. *Great Eastern Rly.*, [1906] 2 K. B. 312 ; 75 L. J. K. B. 490, in which it was decided that a railway company is not bound to use the most smokeless description of coal. No offence is committed if the locomotive is properly constructed, the coal is proper coal for the particular locomotive, and there is no negligence in stoking.

236. ——. The particulars of damage required to be given by sec. 3 of the Railway Fires Act, 1905, must include a statement of the amount of the claim in money (*Martin* v. *Great Eastern Railway*, [1912] 2 K. B. 406 ; 81 L. J. K. B. 825).

240. ——. After *Dickson* v. *Great Northern Rly.* add a reference to *Williams* v. *Midland Rly.*, [1908] 1 K. B. 252 ; 77 L. J. K. B. 157.

241. ——. As to civil liability of consignor for damage done by dangerous goods sent innocently, see *Bamfield* v. *Goole and Sheffield Transport Co.*, [1910] 2 K. B. 94 ; 79 L. J. K. B. 1070.

242. ——. In *Charrington* v. *London and North-Western Rly.*, [1905] 2 K. B. 437 ; 74 L. J. K. B. 835, demurrage was held to include a reasonable sum for detention in the course of a journey as well as at the end.

242. ——. The provision of watercloset and urinal accommodation is a reasonable facility within sec. 2 of the Railway and Canal Traffic Act, 1854 (*Metropolitan Water Board* v. *London, Brighton and South Coast Railway*, [1910] 2 K. B. 890 ; 79 L. J. K. B. 1179). In this case the dissenting judgment of Sir F. Peel in *West Ham Corporation* v. *Great Eastern Railway*, 1895, 9 Ry. & Can. Traff. Cas. 7 ; 64 L. J. Q. B. 340, was approved. See also *Colley's Patents Ltd.* v. *Metropolitan Water Board*, [1912] A. C. 24 ; 81 L. J. K. B. 126.

244. ——. A trader is entitled to require a railway company to carry his ordinary goods in his own trucks if the company fail to provide trucks. Such a request only becomes a request for a reasonable facility, entitling the trader to a rebate on the company's charges when the company fail to provide trucks (*Spillers & Bakers, Ltd.* v. *Great Western Railway*, [1911] 1 K. B. 386 ; 80 L. J. K. B. 401).

247. ——. The Railway and Canal Traffic Act, 1913, 2 & 3 Geo. v. c. 29, authorises railway companies to increase their rates in cases where there has been an increase in the cost of working the railway due to improvements made by the company since August 19, 1911, in the conditions of employment of the labour or clerical staff.

250. ——. After *North Staffordshire Colliery Owners* v. *North Staffordshire Rly.*, [1907] 2 K. B. 191, add a reference to *North Staffordshire Colliery Owners* v. *North Staffordshire Rly.*, [1908] 2 K. B. 765 ; 77 L. J. K. B. 1021.

251. ——. The Commissioners cannot, under sec. 25 of the Act of 1888, entertain an application for the re-appointment of an existing through rate when it is not proposed to alter the total rate and the existing apportionment is fixed by agreement (*Manchester Ship Canal Co.* v. *London and North-Western Railway*, [1911] 1 K. B. 657 ; 80 L. J. K. B. 676).

251. ——. *Taylor* v. *Metropolitan Rly.*, [1906] W. N. 100, is now reported in [1906] 2 K. B. 55 ; 75 L. J. K. B. 735.

252. ——. There is nothing in sec. 2 of the Railway and Canal Traffic Act, 1854, to prevent a railway company, when letting land for coal wharves at its station, from inserting a clause that, the rates being equal, the tenants should consign the coal to the wharves by a particular route (*London and North-Western Railway* v. *South-Eastern Railway*, [1911] 1 K. B. 534; 80 L. J. K. B. 484).

261. ——. A railway company which owns steamships and which has adopted part IV. of the Railway Clauses Act, 1863, is bound by the provisions of sec. 7 of the Railway and Canal Traffic Act, 1854, even in cases in which the carriage is entirely by sea (*Jenkins* v. *Great Central Railway*, [1912] 1 K. B. 1; 81 L. J. K. B. 24). In that case it was held that a condition exempting the company from liability in the event of the negligence of its servants was not just and reasonable, no alternative rate having been offered to the consignors. See also *Western Electric Co.* v. *Great Eastern Railway*, [1913] 3 K. B. 15; 82 L. J. K. B. 746.

262. ——. The decision in *Att.-Gen.* v. *Mersey Rly. Co.*, 75 L. J. Ch. 385, was restored by the House of Lords, see [1907] A. C. 415; 76 L. J. Ch. 568.

265. ——. Where a railway company has general running powers over a line of another company, and subsequently by amalgamation with a third company obtains another point of access to that line, it cannot exercise its general running powers from the new point of access, but is only entitled, as regards that point of access, to the same facilities as the company with which it has amalgamated is entitled to (*Great Central Railway* v. *Midland Railway*, [1912] 1 Ch. 206; 81 L. J. Ch. 121, affirmed in House of Lords, 58 S. J. 65; 30 T. L. R. 33).

271. ——. A railway company may dedicate a way to the public over its property, including its line, provided the dedication is not incompatible with its statutory powers and obligations. A highway dedicated by a railway company before 1868 is not extinguished by sec. 23 of the Regulation of Railways Act, 1868, 31 & 32 Vict. c. 119. Where a defendant in proceedings for trespass on a line raises a *bonâ fide* question of right of way along the line the jurisdiction of the justices is ousted (*Arnold* v. *Morgan*, [1911] 2 K. B. 314; 80 L. J. K. B. 955).

274. ——. See *Great Western Rly.* v. *Barry Rly.*, [1909] 2 K. B. 670; 78 L. J. K. B. 1010, for the construction of sec. 8 of the Regulation of Railways Act, 1873, and sec. 15 of the Railway and Canal Traffic Act, 1888.

276. ——. Under sec. 7 of the Railway and Canal Traffic Act, 1888, the Commissioners have power to allow railway companies to intervene in an application before them (*Port of London Authority* v. *Midland Railway*, [1912] 2 K. B. 1; 81 L. J. K. B. 600).

284. ——. Where an order incorporates the Lands Clauses Acts, the provisions of the Light Railways Acts are substituted only so far as respects the method of ascertaining the amount of the compensation. In such a case the promoters must take up the award of the arbitrator in the case of lands compulsorily acquired, and may be forced to do so by mandamus (*R.* v. *Barton and Immingham Light Railway; Ex parte Simon*, [1912] 3 K. B. 72; 81 L. J. K. B. 964).

286. ——. The decision in *Wakefield Corporation* v. *Wakefield and District Light Rly.* is now reported, see [1908] A. C. 293; 77 L. J. K. B. 692. See also *Thornton Urban Council* v. *Blackpool and Fleetwood Tramroad Co.*, [1909] A. C. 264; 78 L. J. K. B. 517.
See also Excise herein.

302. **Rape and Cognate Offences.**—See Incest herein.

304. ——. Under sec. 4 of the Criminal Law Amendment Act, 1885, 48 & 49 Vict. c. 69, the Court has no power to order that a male person who is over the age of sixteen at the date of his conviction be whipped. His age at the date of the commission of the offence is immaterial (*R.* v. *Cawthron*, [1913] 3 K. B. 168; 82 L. J. K. B. 981).

305. ——. An indictment for an indecent assault on a girl under thirteen years of age need not contain an averment as to her age, but if it does not do so the prosecution cannot rely on the presumption as to age contained in sec. 123 of the Children's Act, 1908 (*R.* v. *Stephenson*, [1912] 3 K. B. 341; 82 L. J. K. B. 287).

305. In a prosecution for an indecent assault, if the facts proved in evidence are such that the jury can reasonably find consent, there ought to be a direction by the judge on that question, both as to the onus of negativing consent being on the prosecution and as to the evidence in the particular case bearing on the question. But if the facts proved in evidence are not such that the jury might reasonably infer consent, and particularly if the defence has been so conducted that the question of consent has not been raised or has become an entirely secondary issue, then it is not necessary for the judge to give a direction to the jury on the point (*R.* v. *May*, [1912] 3 K. B. 572; 81 L. J. K. B. 1).

311. **Rating.**—See Railways, Vol. XII. p. 286, and herein.

311. ——. See also Beneficial Occupation, Vol. II. p. 157 and herein.

315. ——. Premises acquired by a County Association under the Territorial and Reserve Forces Act, 1907, 7 Edw. vii. c. 9, and used as a residence for officers of the Territorial Force, are exempt from rateability as being occupied by servants of the Crown for purposes of the Crown. The exemption may be claimed on an application to the justices for a distress warrant in respect of rates (*Wixon* v. *Thomas*, [1911] 1 K. B. 43; 80 L. J. K. B. 104; [1912] 1 K. B. 690; 81 L. J. K. B. 686).

317. ——. As to what amounts to a chapel exclusively appropriated to public religious worship, see *Walton-le-Dale Urban Council* v. *Greenwood*, 1911, 105 L. T. 547.

318. ——. The decision in *North Manchester Overseers* v. *Winstanley*, 24 T. L. R. 388, was affirmed in the House of Lords, see [1910] A. C. 7; 79 L. J. K. B. 95.

318. ——. The decision of the House of Lords in *Winstanley* v. *North Manchester Overseers*, [1910] A. C. 7; 79 L. J. K. B. 95, was discussed in *Liverpool Corporation* v. *Chorley Assessment Committee*, [1912] 1 K. B. 270; 81 L. J. K. B. 426, where it was held that the Liverpool Corporation had the beneficial occupation of moorland used for sporting purposes only in order to secure a pure water-supply to their reservoir. See this case in the House of Lords, [1913] A. C. 197; 82 L. J. K. B. 555.

318. ——. *London County Council* v. *Erith Churchwardens*, [1893] A. C. 562; 63 L. J. M. C. 9, was discussed in *West Kent Main Sewerage Board* v. *Dartford Assessment Committee*, [1911] A. C. 171; 80 L. J. K. B. 805, where it was held that sewers, whether overground or underground, are rateable wherever the occupation of them is "valuable" within the meaning of the authorities dealing with rating.

318. ——. *Lambeth Overseers* v. *London County Council*, [1897] A. C. 625, was followed in *Liverpool Corporation* v. *West Derby Assessment Committee*, [1908] 2 K. B. 647; 77 L. J. K. B. 1032.

318. ——. In *Glasgow Parish Council* v. *Glasgow Assessor*, [1912] S. C. 818, it was held that public parks owned and maintained by a corporation which yielded no profit ought to be rated at the rent which a hypothetical tenant might be expected to give for them in their existing condition, irrespective of any limitations on their use in the hands of the corporation. See also *Edinburgh Parish Council* v. *Leith Magistrates*, [1912] S. C. 812 (golf course), and *Edinburgh Parish Council* v. *Edinburgh Magistrates*, [1912] S. C. 793 (cemetery).

319. ——. The Agricultural Rates Act, 1896, 59 & 60 Vict. c. 16 is continued in force until March 14, 1914, by the Expiring Laws Continuance Act, 1912.

320. ——. Where a tramway and a light railway were connected together, and were worked as one undertaking, and were in all respects identical, the ground occupied by the tramway was held to be used as a railway within sec. 211 (1) (*b*) of the Public Health Act, 1875, and to be liable to be rated in the proportion of one-fourth part of its net annual value (*Metropolitan Electric Tramways* v. *Tottenham Urban Council*, [1912] 2 K. B. 216; 81 L. J. K. B. 793, overruling *Swansea Improvements and Tramway Co.* v. *Swansea Urban Sanitary Authority*, [1892] 1 K. B. 216; 61 L. J. M. C. 124).

320. ——. A tramway, even if connected with, and worked as part of a light railway, is not a railway and is not entitled to the exemption given to railways by sec. 211 (*b*) of the Public Health Act, 1875. *Tottenham Urban Council* v. *Metropolitan Electric Tramways*, [1913] A. C. 702; 83 L. J. K. B. 60).

320. ——. As to what is land used only as a railway made under the powers of an Act of Parliament for public conveyance, see *Lancashire and Yorkshire Railway* v. *Liverpool Corporation*, [1913] 3 K. B. 247; 82 L. J. K. B. 1096.

320. ——. *Davis* v. *Wallis*, 24 T. L. R. 350, is overruled by *White* v. *Islington Borough Council*, [1909] 1 K. B. 133; 78 L. J. K. B. 168.

320. ——. Section 211 (1) (*a*) of the Public Health Act, 1875, 38 & 39 Vict. c. 55, which gives an urban authority power to rate owners of property of a rateable value not exceeding £10 at a reduced rate instead of the occupiers, does not apply in cases where the owner is also the occupier (*R.* v. *Propert; Ex parte Jones*, [1911] 1 K. B. 83; 80 L. J. K. B. 98).

320. ——. The agent of an owner appointed to receive the rents of premises cannot be rated as the owner under sec. 7 of the

Representation of the People Act, 1867 (*Nokes* v. *Strong*, [1909] 2 K. B. 625; 78 L. J. K. B. 1041).

321. ——. After *Rochdale Canal Co.* v. *Brewster* add a reference to *Young* v. *Liverpool Assessment Committee*, [1911] 2 K. B. 195; 80 L. J. K. B. 778.

325. ——. The decision in *Great Central Rly.* v. *Banbury*, [1907] 1 K. B. 717, was reversed in the House of Lords, see [1909] A. C. 78; 78 L. J. K. B. 225. See also *East London Railway* v. *Greenwich Assessment Committee*, [1913] 1 K. B. 612; 82 L. J. K. B. 297.

325. ——. Tramways. See RAILWAYS, Vol. XII. p. 286, and herein.

327. Line 13 from bottom, *for* "entered" *read* "actual."

327. ——. See, however, *sub tit.* LAND TAXES (FINANCE (1909–10) ACT, 1910) herein as to undeveloped land duty on land lying idle but ready to be let for building.

328. ——. *Bootle Overseers* v. *Liverpool Warehousing Co.*, 85 L. T. 45, was distinguished in *R.* v. *Melladew*, [1907] 1 K. B. 192; 76 L. J. K. B. 262.

333. ——. See *Green* v. *Newport Union*, [1909] A. C. 35; 78 L. J. K. B. 97, as to deductions for rent-charge imposed for protection from sea by wall.

334. ——. *Davies* v. *Seisdon Union* is reported in the House of Lords, [1908] A. C. 315; 77 L. J. K. B. 742.

335. ——. The decision in *Waddle* v. *Sunderland Union*, [1906] 2 K. B. 899, was affirmed in the Court of Appeal, see [1908] 1 K. B. 642; 77 L. J. K. B. 509.

336. ——. In *Liverpool Corporation* v. *Chorley Assessment Committee*, [1913] A. C. 197; 82 L. J. K. B. 555, the Liverpool Corporation planted certain moorlands which they owned and which formed a gathering ground for one of their reservoirs with trees; it was held that the land was rateable under sec. 4 of the Rating Act, 1874, as being used for plantations and nurseries, and that the price paid by the Corporation was admissible as evidence of its value.

338. ——. The justices are not bound to issue a distress warrant to enforce the payment of rates if on the undisputed facts the person or property should not have been inserted in the rate-book (*Wixon* v. *Thomas*, [1911] 1 K. B. 43; 80 L. J. K. B. 104).

339. ——. Where a local authority hold a sum of money exceeding the amount due under a rate which they are bound to refund to the person rated, there is sufficient cause for the non-payment of the rate, and the justices ought not to make an order for payment (*Blackpool and Fleetwood Tramroad Co.* v. *Bispham Urban Council*, [1910] 1 K. B. 592; 79 L. J. K. B. 322).

339. ——. Line 9, *for* "have jurisdiction," *read* "have no jurisdiction."

339. ——. The reference to *Scott* v. *Denton* should be [1907] 1 K. B. 456.

339. ——. On the hearing of an objection by a ratepayer on the ground that the assessment is too high under sec. 1 of the Union Assessment Committee Amendment Act, 1864, the committee have no power to increase the assessment (*Hudson* v. *Rhodes*, [1909] 1 K. B. 85; 78 L. J. K. B. 128).

339. An appeal to Quarter Sessions by a person aggrieved by a distress for non-payment of poor rates under 17 Geo. II. c. 38, s. 7, is not subject to the conditions contained in sec. 31 of the Summary Jurisdiction Act, 1879 (*R.* v. *Lincolnshire JJ.*, [1912] 2 K. B. 413; 81 L. J. K. B. 967).

340. ——. The notice to the assessment committee of an appeal to sessions is valid if given twenty-one days previous to the sessions at which the appeal is to be heard, whether the next or a later sessions (*Denaby Overseers* v. *Denaby, etc., Collieries*, [1909] A. C. 247; 78 L. J. K. B. 541).

340. ——. As to the giving of notices in an appeal under sec. 1 of the Union Assessment Committee Amendment Act, 1864, see *R.* v. *Bristol Recorder*, [1913] 3 K. B. 104; 82 L. J. K. B. 851).

342. ——. A valuation list is not made under sec. 47 of the Valuation (Metropolis) Act, 1869, until it is finally approved by the assessment committee (*Parrish* v. *Hackney Corporation*, [1912] 1 K. B. 669; 81 L. J. K. B. 304).

342. ——. The "valuation list in force" for the purposes of sec. 13 of the Metropolitan Water Board (Charges Act), 1907, is the original list in existence on the first day of the quarter for which the water rate is due, unaffected by any provisional list, unless the provisional list has been completed by the assessment committee after hearing any objections before the first day of the quarter (*Metropolitan Water Board* v. *Phillips*, [1913] A. C. 86; 82 L. J. Ch. 89).

342. ——. The increase in licence duty by the Finance (1909–10) Act, 1910, from £35 to £130, was held to be sufficient evidence of reduced value to entitle the licensee to require the assessment committee to appoint a person to make a provisional list under sec. 47 of the Valuation (Metropolis) Act, 1869 (*R.* v. *Shoreditch Assessment Committee*, [1910] 2 K. B. 859; 80 L. J. K. B. 185).

342. ——. The decision in *Western* v. *Kensington Assessment Committee*, [1907] 2 K. B. 323, was affirmed in the Court of Appeal, see [1908] 1 K. B. 811; 77 L. J. K. B. 328. See also *Consolidated London Properties Ltd.* v. *St. Marylebone Assessment Committee*, [1913] 3 K. B. 230; 82 L. J. K. B. 972.

377. Real Representative.—Notwithstanding sec. 2 (3) of the Land Transfer Act, 1897, a devise of real estate on trust for payment of debts renders the debts "charged upon or payable out of land" within sec. 8 of the Real Property Limitation Act, 1874 (*In re Balls's Estate; Trewby* v. *Balls*, [1909] 1 Ch. 791; 78 L. J. Ch. 341).

387. Receivers.—A receiver will only be appointed *ex parte* under extraordinary circumstances (*In re Connolly Brothers Ltd.; Wood* v. *Connolly Brothers Ltd.*, [1911] 1 Ch. 731; 80 L. J. Ch. 409).

391. ——. A receiver appointed by the Court has no right to be indemnified by the parties to the action even where the order appointing him is made by consent (*Boehm* v. *Goodall*, [1911] 1 Ch. 155; 80 L. J. Ch. 86).

393. ——. In *In re Metropolitan Amalgamated Estates; Fairweather* v. *Metropolitan Amalgamated Estates*, [1912] 2 Ch. 497; 81 L. J. Ch. 745, a first mortgagee appointed a receiver under his statutory power but did not give notice to the tenants. On the next day a second mortgagee obtained the appointment of a receiver in a debenture holders' action, to which the first mortgagee was not a party, and this receiver gave notice to the tenants and collected rents. Subsequently the first mortgagee gave notice to the tenants and applied to the Court that his receiver might have possession. It was held that the receiver of the first mortgagee could not claim the rents collected by the receiver of the second mortgagee.

394. ——. The Court will restrain any action in another Court against a receiver appointed by it which has reference to his acts as receiver (*In re Maidstone Palace of Varieties*, [1909] 2 Ch. 283; 78 L. J. Ch. 739).

396. ——. A receiver appointed by the Court in a debenture holder's action, delivered goods to a customer in pursuance of a contract made before the date of his appointment. He then assigned the money payable by the customer to the respondents, and cancelled the contract. Notice of the assignment was not given till after the contract had been cancelled. The respondents having sued the customer for the money due under the contract, it was held that the customer was entitled to set off damages for the cancellation of the contract (*Parsons* v. *Sovereign Bank of Canada*, [1913] A. C. 160; 82 L. J. P. C. 60).

396. ——. A receiver of a company appointed by the Court on behalf of the debenture holders who ships goods without the leave of the Court, cannot give the steamship owners a lien on the goods for previously unsatisfied freight incurred by the company (*Moss Steamship Co.* v. *Whinney*, [1912] A. C. 254; 81 L. J. K. B. 674).

396. ——. The decision in *Nugent* v. *Nugent*, [1907] 2 Ch. 292, was affirmed in the Court of Appeal, see [1908] 1 Ch. 546; 77 L. J. Ch. 271.

396. ——. Where a receiver appointed by the Court in a debenture holders' action borrows money with the leave of the Court from a bank on the security of a first charge on the debenture assets for the purpose of carrying on the business, he is not personally liable unless he and the lender intended that he should be (*In re Boynton, Ltd.; Hoffmann* v. *Boynton, Ltd.*, [1910] 1 Ch. 519; 79 L. J. Ch. 247).

396. ——. The question as to what proceedings a receiver appointed in a debenture holders' action may take at the cost of the company's assets is entirely in the discretion of the Court, which will act in the interests of all parties concerned. The fact that a debenture holder has a charge on the whole of the company's assets will not prevent the Court allowing the receiver to carry on proceedings against him in another capacity at the cost of the assets of the company (*Viola* v. *Anglo-American Cold Storage Co.*, [1912] 2 Ch. 305; 81 L. J. Ch. 581).

400. ——. A receiver and manager will not be allowed by the Court to disclaim and ignore forward contracts made by the company before his appointment on the ground that he can obtain better prices; such an action is inconsistent with his duty to preserve the goodwill of the company (*In re Newdigate Colliery; Newdigate* v. *Newdigate Colliery*, [1912] 1 Ch. 468; 81 L. J. Ch. 235). In a subsequent case, however, the Court refused to allow the receiver to borrow money in order to complete a contract from which no direct profit could ensue, and there being no evidence that any indirect profit would accrue from it (*In re Thames Ironworks Co.; Farmer* v. *Thames Ironworks Co.*, 1912, 106 L. T. 674).

401. ——. After *In re Glasdir Copper Mines, Ltd.; English Metallurgical Co. Ltd.* v. *Glasdir Copper Mines, Ltd.*, [1906] 1 Ch. 365, add *In re Boynton, Ltd.; Hoffmann* v. *Boynton, Ltd.*, [1910] 1 Ch. 519; 79 L. J. Ch. 247.

406. Receiving.—Where the accused received a stolen horse without knowing it was stolen, and on being so informed refused to give it up unless he were paid for it, it was held he could not be convicted of receiving stolen property (*R.* v. *Johnson*, 1911, 75 J. P. 464).

406. ——. A conviction of being an accessory before the fact to a burglary and of receiving the stolen goods is not inconsistent (*R.* v. *Goodspeed*, 1911, 55 S. J. 273, following *R.* v. *Hughes*, 1860, Bell C. C. 242; 21 L. J. M. C. 71).

408. Recitals.—Where a party joins in a deed for a specific purpose he cannot be considered to have joined for a totally different purpose, and in such a case recitals cannot be relied on to affect the construction of the deed (*In re Horsfall; Huddleston* v. *Crofton*, [1911] 2 Ch. 63; 80 L. J. Ch. 480).

408. ——. In *Crouch* v. *Crouch*, [1912] 1 K. B. 378; 81 L. J. K. B. 275, a deed of separation was executed by a husband and wife which recited that the husband had agreed to pay to the wife a certain sum as long as she should remain chaste. The husband also covenanted generally to pay the amount punctually and regularly. It was held that this covenant was governed by the recital and that the husband was only bound to pay the amount so long as the wife remained chaste.

431. Recognisance.—In *R.* v. *Edgar*, 1913, 109 L. T. 416, the defendant was convicted of publishing a libel, and was bound over to be of good behaviour, the recognisance not mentioning any particular period. The Court of Criminal Appeal did not determine whether there was power to bind a defendant over without specifying a time, but considered that a practice which had been followed for such a long time should not be departed from, and accordingly fixed a time.

441. Record Office.—The rules as to the disposal of valueless documents have been added to by Order in Council of June 4, 1908 (St. R. & O. 1908, p. 877).

449. Recoveries.—The Irish Court of Appeal held in *Witham* v. *Notley*, [1912] 2 I. R. 281, that in order that a common recovery should operate to bar an estate tail the tenant to the praecipe must have been seised of the land for an estate of freehold, either by right or by wrong. The Court refused to presume disseisin of a tenant for life for the purpose of upholding a recovery purporting to have been suffered by a tenant in tail in remainder.

464. ——. *Dalton* v. *Fitzgerald*, [1897] 2 Ch. 86; 66 L. J. Ch. 604, was distinguished in the Irish case of *In re Tennent's Estate*, [1913], I. R. 280, in which case it was held that where a person enters as tenant for life under a will which purports to be an exercise of a power to appoint lands, whether rightfully as a proper appointee, or wrongfully under a void appointment, he is not estopped from saying as against the remainderman that the devise to him is void as being an invalid exercise of the power.

476. Recovery of Land.—In order to satisfy sec. 139 of the County Courts Act, 1888, it is not necessary to actually levy a distress, if it is proved otherwise that there was no sufficient distress on the premises. The assignee of the reversion may bring an action for possession though the six months' rent accrued due partly before the assignment to him (*Rickett* v. *Green*, [1910] 2 K. B. 84; 79 L. J. K. B. 982).

483. Rectification.—Line 8 from foot, *for* "645," *read* "564."

490. Redemption.—A mortgagor covenanted to repay the principal and interest on notice in writing left at the premises. It was held that it was sufficient notice if the mortgagor knew that the mortgagee was demanding the money and was about to take proceedings for its recovery (*Worthington* v. *Abbott*, [1910] 1 Ch. 588; 79 L. J. Ch. 252).

491. ——. Where a mortgagor tenders the amount due under the mortgage, together with interest and costs, the mortgagee is bound to hand over the title-deeds and an executed reconveyance of the property. If he does not do so he is not entitled to interest or costs after the date of the tender, and will be ordered to pay the costs of an action for redemption brought by the mortgagor (*Rourke* v. *Robinson*, [1911] 1 Ch. 480; 80 L. J. Ch. 295). Where a mortgagor refuses so to reconvey, the Court has power to appoint a Master to reconvey on his behalf (*Holme* v. *Fieldsend*, 1911, 55 S. J. 552.)

Although the tender of the principal, interest, and costs by a mortgagor need not be such a tender as would constitute a defence at law, still where the tender is made subject to the execution of a reconveyance, a reasonable time must be allowed for this to be done, otherwise the interest will continue to run. As a general rule, the mortgagor must pay the costs of a vesting order which is rendered necessary by one of the trustees having absconded (*Webb* v. *Crosse*, [1912] 1 Ch. 323; 81 L. J. Ch. 259).

Where a mortgagor fails to pay off the mortgage on the date named in a notice to do so from the mortgagee, but tenders the amount immediately afterwards, and the mortgagee improperly refuses to accept it, the mortgagor is not liable for another six months' interest; he should, however, pay the money into Court, if there are any proceedings pending, and, if there are not, should keep the money ready, and must account for any profits he makes on it until payment (*Edmondson* v. *Copland*, [1911] 2 Ch. 301; 80 L. J. Ch. 532).

492. ——. In the case of a mortgage executed before January 1, 1912, the Court has no power to sanction an arrangement by which a licence is granted to work minerals on the mortgaged property for a number of years (*Stamford, Spalding & Boston Banking Co.* v. *Keeble*,

[1913] 2 Ch. 96 ; 82 L. J. Ch. 388). In this case it was argued that such a licence was in effect a series of deferred sales of part of the mortgaged property, and that the Court had power to sanction such an arrangement under sec. 25 of the Conveyancing Act, 1881. The question whether there is jurisdiction under this section, to direct a sale of the minerals apart from the surface, or *vice versa*, was not decided.

As regards mortgages executed after January 1, 1912, see the powers granted by sec. 4 of the Consolidation Act, 1911, set out herein *sub tit.* MORTGAGE.

492. ——. A mortgagee is not entitled to the costs of an action for an account against the mortgagor after he has realised the security by sale (*Williams* v. *Jones*, 1911, 55 S. J. 500).

516. Reformatory ; Reformatory School.—For the provisions of the Children Act, 1908, 8 Edw. VII. c. 67, see YOUTHFUL OFFENDERS, Vol. XIV. p. 843.

519. Refuse, Removal of.—Refuse produced by a restaurant is "house refuse," though no one sleeps on the premises (*Lyons* v. *London Corporation*, [1909] 2 K. B. 588 ; 78 L. J. K. B. 915).

523. Regency.—The Regency Act, 1910, 10 Edw. VII. & 1 Geo. V. c. 26, provides that if on the demise of His present Majesty any child of his succeeds to the Crown whilst under eighteen years of age, Queen Mary shall be guardian of the child till the age of eighteen, and until that time shall have full power and authority in the name of such child, and in his stead and under the style and title of "The Regent," to exercise and administer, according to the laws and constitution thereof, the Royal power and government of the realm and all the dominions, countries and territories belonging to the Crown, and use, exercise and perform all prerogatives, authorities and acts of government and administration of government that belong to the Sovereign of the realm to use, execute and perform according to the laws thereof, subject to the conditions, restrictions, limitations and regulations contained in the Act. All acts of Royal power, prerogative, government and administration of government done during the Regency otherwise than by and with the consent and authority of the Regent are null and void (s. 1).

The Regent must take the oath set out in the Schedule to the Act (s. 2).

During the Regency the Sovereign may not marry without the consent in writing of the Regent and the consent of both Houses of Parliament. A marriage in contravention of this provision is null and void (s. 3 (1)). Any person aiding or abetting such a marriage is guilty of felony under the Treason Felony Act, 1848, 10 & 11 Vict. c. 12 (s. 3 (2)).

The Regent has no power to assent to any bill for repealing, changing or varying the succession to the Crown as established by the Act of Settlement, or for repealing or altering the Scots Act of 5 Anne, intituled "An Act for Securing the Protestant Religion and Presbyterian Government" (s. 4).

If Her Majesty after becoming Regent become, or marry, a Roman Catholic, or cease to reside in, or absent herself, otherwise than temporarily, from the United Kingdom, she ceases to be Regent (s. 5).

542. Registration of Title.—An owner of leaseholds in London, subject to a mortgage by sub-demise executed before compulsory registration of title came into force, was registered as proprietor with a possessory title. Subsequently the mortgagee sold under his statutory power of sale. It was held that the mortgagee was not the vendor of the "registered land" within sec. 16 (2) of the Land Transfer Act, 1897, and that the purchaser could not require him to be registered as the proprietor, or to procure a transfer from the registered proprietor to the purchaser (*In re Voss and Saunders' Contract*, [1911] 1 Ch. 42; 80 L. J. Ch. 33).

542. ——. The Land Transfer Rules of 1903 are amended by the Land Transfer Rules, 1908 (St. R. & O. 1908, p. 425).

543. ——. As to right of trustees of a religious society to be registered as proprietors without an entry of any restrictions on their right to deal with the land, see *In re Wesleyan Methodist Chapel*, [1909] 1 Ch. 454; 78 L. J. Ch. 414.

543. ——. As to effect of entry of restrictive conditions on register as between purchasers where there is no building scheme, see BUILDING SCHEME herein.

544. ——. For form of order under sec. 95 of the Land Transfer Act, 1875, 38 & 39 Vict. c. 87, rectifying the register in a case where a foreclosure order had foreclosed a mortgage by deed of registered land without foreclosing the contemporaneous instrument of charge, see *Weymouth* v. *Davis*, [1908] 2 Ch. 169; 77 L. J. Ch. 585.

546. ——. The Land Transfer Fee Order, 1903, is revoked and replaced by the Land Transfer Fee Order, 1908 (St. R. & O. 1908, p. 435).

551. Registration of Voters.—Under sec. 7 of the Vestries Act, 1850, a vestry club is not bound to test the accuracy of the returns made under sec. 9 (2) & (3) of the Representation of the People Act, 1884. The claims of a vestry club for salary under sec. 8 of the Vestries Act, 1850, may be enforced by mandamus (*R.* v. *Davies*, [1911] 2 K. B. 669; 80 L. J. K. B. 993).

607. Registry of Ships.—The registration of Government ships not of the Royal Navy is regulated by Order in Council of March 22, 1911 (St. R. & O. 1911, No. 338).

608. ——. The regulations made under sec. 50 of the M. S. A., 1906, will be found in St. R. & O. 1907, p. 670.

612. Relator.—As to whether laches on the part of a relator can be imputed to the Attorney-General, see *Att.-Gen.* v. *Metcalf*, [1907] 2 Ch. 23; 76 L. J. Ch. 259.

612. Release.—The doctrine in *Strong* v. *Bird*, L. R. 18 Eq. 315, is not confined to the release of a debt (*In re Stewart; Stewart* v. *M'Laughlin*, [1908] 2 Ch. 251; 77 L. J. Ch. 525); but see also *In re Innes; Innes* v. *Innes*, [1910] 1 Ch. 188; 79 L. J. Ch. 174; and EXECUTORS AND ADMINISTRATORS herein.

618. ——. After *Strong* v. *Bird*, 1874, add a reference to *In re Pink; Pink* v. *Pink*, [1912] 2 Ch. 528; 81 L. J. Ch. 753.

619. ——. *Cowper* v. *Smith*, 1838, 4 Mee. & W. 519, and *Union Bank of Manchester* v. *Beech*, 1865, 3 H. & C. 672; 34 L. J. Ex. 133, were followed, and *Commercial Bank of Tasmania* v. *Jones*, [1893] A. C. 313; 62 L. J. P. C. 104, was distinguished in *Perry* v. *National Provincial Bank of England*, [1910] 1 Ch. 464; 79 L. J. Ch. 509.

655. Rent; Rent-Charge.—By sec. 6 (1) of the Conveyancing Act, 1911, it is declared that the rule as to perpetuities does not apply to the powers or remedies conferred by sec. 44 of the Conveyancing Act, 1881, nor to similar powers or remedies conferred by any instrument for recovering or compelling the payment of any annual sum within the meaning of that section. By subsec. (2) it is further provided that the powers and remedies conferred by sec. 44 are exerciseable whether the annual sum is created under a power contained in an instrument coming into operation before or after the coming into operation of the Act of 1881, and take effect unless the instrument creating the power, or under which the annual sum is created, otherwise directs. The present section applies to powers and remedies conferred by or implied in an instrument executed before or after January 1, 1912 (subsec. (3)).

656. ——. A mortgagee in fee of land is personally liable to pay a rent-charge charged on the land, even though he has never been in possession (*Cundliff* v. *Fitzsimmons*, [1911] 1 K. B. 513; 80 L. J. K. B. 422).

684. Reserve Forces.—The Transvaal and Orange River Colony are added to the colonies possessing responsible government in the Schedule to the Reserve Forces Act, 1906, by Order in Council of May 5, 1908 (St. R. & O. 1908, p. 884).

684. ——. Special Reserve.—Notwithstanding Part III. of the Territorial and Reserve Forces Act, 1907, 7 Edw. vii. c. 9, a man who has been discharged from the regular forces may, if it is so prescribed by regulations under the Reserve Forces Act, 1882, 45 & 46 Vict. c. 42, enlist into the Army Reserve as a special reservist (Army (Annual) Act, 1908, 8 Edw. vii. c. 2, s. 4).

691. Res Judicata.—See the case of *Caine* v. *Palace Shipping Co.*, [1907] 1 K. B. 683, in the House of Lords, [1907] A. C. 386; 76 L. J. K. B. 1079.

693. Restitution of Conjugal Rights.—See also Alimony; Maintenance (Divorce) herein.

693. ——. In *Beer* v. *Beer*, 1906, 94 L. T. 704, habitual drunkenness was held to be just cause for withdrawing from cohabitation. In the same case the usual order for wife's costs was refused on the ground that the litigation was unreasonable.

694. ——. Disobedience to an order by a husband puts the wife to her election whether to ask for alimony under the Act of 1884, or proceed for a judicial separation (*Leslie* v. *Leslie*, [1908] P. 99; 77. L. J. P. 23).

694. ——. In *Brooking-Phillips* v. *Brooking-Phillips*, [1913] P. 80; 82 L. J. P. 57, a wife petitioned for restitution of conjugal rights. The husband in his answer alleged adultery by the wife, but did not ask for any relief. In her reply the wife alleged that the husband had committed adultery. This allegation was held to be irrelevant, and was ordered to be struck out of the reply. *Seaver* v. *Seaver*, 2 Sw. & Tr. 665, is no longer law.

694. ——. The written demand for co-habitation and restitution of conjugal rights, required by rule 175, must be conciliatory in tone and must not contain any threats (*Neuman* v. *Neuman*, 1913, 108 L. T. 48).

695. ——. In *Buckley* v. *Buckley*, 1912, 107 L. T. 590, the Court made a decree in a suit for the restitution of conjugal rights although the sealed copy of the petition and the copy of the citation had been served upon the respondent in Ireland, without leave having been obtained for service out of the jurisdiction.

697. Restraint of Marriage.—A condition in a will requiring the consent of the trustees of the will to a beneficiary's marriage is satisfied by his marriage during the testator's life and with his consent. The fact that the will is confirmed by a codicil after the date of the marriage does not require that the marriage should take place after the testator's death (*In re Park*, [1910] 2 Ch. 322 ; 79 L. J. Ch. 502).

699. Restraint of Trade.—As to a contract sought to be impugned on the ground of restraint of trade arising from an alleged monopoly, see *United Shoe Manufacturing Co.* v. *Brunet*, [1909] A. C. 330 ; 78 L. J. P. C. 101.

699. ——. In order that a covenant in restraint of trade should be valid, it is necessary that the restraint should be reasonable in the interests of the parties to the agreement and of the public (*Mason* v. *Provident Clothing & Supply Co.*, [1913] A. C. 724 ; 82 L. J. K. B. 1153). On the facts of this case it was held that the restraint was greater than was reasonably necessary.

699. ——. The wrongful dismissal of a servant puts an end to a covenant in restraint of trade (*General Bill-Posting Co.* v. *Atkinson*, [1909] A. C. 118 ; 78 L. J. Ch. 77), and so does the winding up of a company (*Measures Brothers, Ltd.* v. *Measures*, [1910] 2 Ch. 248 ; 79 L. J. Ch. 707).

700. ——. The taking of a position as a servant of a person engaged in a trade is a breach of a covenant not to directly or indirectly be engaged, concerned, or interested in that trade (*Cade* v. *Calfe*, 1906, 22 T. L. R. 243). See also *Ramoneur* v. *Brixley*, 1911, 104 L. T. 809. Merely being a creditor for unpaid instalments of the purchase money of a business does not amount to being concerned or interested in the business (*Cory* v. *Harrison*, [1906] A. C. 274 ; 75 L. J. Ch. 714).

700. ——. A covenant in an infant's contract of service, which is in restraint of trade, may be void as against the infant, though it might have been valid as against an adult (*Leng* v. *Andrews*, [1909] 1 Ch. 763 ; 78 L. J. Ch. 80). If the void stipulations are severable, the rest of the contract is binding (*Bromley* v. *Smith*, [1909] 2 K. B. 235 ; 78 L. J. K. B. 745). A covenant by an infant in restraint of trade, contained in a deed of apprenticeship which purports to bind the infant after the expiration of the apprenticeship, will be enforced against him, provided it is reasonable and for his benefit (*Gadd* v. *Thompson*, [1911] 1 K. B. 304 ; 80 L. J. K. B. 272).

700. ——. To the authorities quoted as to the reasonableness of a contract in restraint of trade, add *Leetham* v. *Johnstone-White*, [1907] 1 Ch. 322 ; 76 L. J. Ch. 304. In that case a traveller agreed to serve any of several associated companies to which he might be appointed, and not to enter other similar employment in the United Kingdom. He served one company, and it was held that the contract referred only to that company, and therefore was unreasonable as being too wide as regards space.

700. ——. In *Edmundson* v. *Render*, [1905] 2 Ch. 320; 74 L. J. Ch. 585, the defendant covenanted "not to do any work or act . . . usually done by solicitors" within the prohibited area, and it was held that writing letters dealing with matters usually conducted by solicitors from an office outside the area to persons within the area was a breach of the covenant. This case was distinguished in *Woodridge* v. *Bellamy*, [1911] 1 Ch. 326; 80 L. J. Ch. 265, in which the covenant was "not to carry on the profession of a solicitor within the prohibited area." In the latter case it was held that writing to persons inside the area from an office outside the area did not constitute a breach of the covenant. *Woodridge* v. *Bellamy* was distinguished in *Dayer-Smith* v. *Hadsley*, 1913, 108 L. T. 555. In the latter case a partner in a firm of auctioneers and house agents covenanted not to be engaged in any competing business within a radius of one mile for a period of ten years. The defendant took an office outside the radius and proceeded to do business within it. He was held to have committed a breach of the covenant, and an interim injunction was granted until trial.

700. ——. In *Mason*, v. *Provident Clothing & Supply Company* [1913] A. C. 724; 82 L. J. K. B. 1153, the plaintiffs described themselves in a contract of service with the defendant as carrying on business at London in the County of Middlesex. It was held that a restriction binding the defendant not to be engaged in a similar business "within 25 miles of London aforesaid where the company carry on business," was not too vague as regards area to be enforced.

700. ——. In *Continental Tyre & Rubber Co.* v. *Heath*, 1913, 29 T. L. R. 308, the defendant agreed on leaving the plaintiff company's service not to be concerned in any way with the sale of rubber goods in the United Kingdom, Germany, or France, for the period of one year. It was held that in the circumstances of the plaintiff company's trade the restriction was not unreasonable except as regarded Germany and France, in which countries the plaintiff company had never done any business. It was further held that the part of the covenant dealing with those countries was severable, and that the plaintiffs were entitled to an injunction. In this case *Baker* v. *Hedgecock*, 1888, 39 Ch. D. 520; 57 L. J. Ch. 889, was preferred to *Baines* v. *Geary*, 1887, 35 Ch. D. 154; 56 L. J. Ch. 935.

701. ——. Add—Newspaper reporter: *Leng* v. *Andrews* ([1909] 1 Ch. 763; 78 L. J. Ch. 80, any other newspaper business within twenty miles) held void: in this case the defendant was a minor. Advertising Agents: *Stuart* v. *Halstead*, 1911, 55 S. J. 398, any similar business in United Kingdom held void.

702. ——. A covenant not to carry on the business of a provision merchant is not broken by the manufacture and sale of margarine (*Lovell & Christmas* v. *Wall*, 1911, 104 L. T. 85).

712. Reversion.—The rule that in an action by the assignee of a chose in action the defendant may set off a claim for damages against the assignor which arises out of the same transaction, does not apply to an action to recover arrears of rent brought by the mortgagee under a mortgage of a reversion (*Reeves* v. *Pope*, [1913] 1 K. B. 637 ; 82 L. J. K. B. 444).

720. Revising Barrister.—A Revising Barrister is not entitled to rely on "repute" for the purpose of defeating an objection, though he may do so in support of it (*Kent* v. *Fittall*, [1908] 2 K. B. 933 ; 77 L. J. K. B. 1065; 24 T. L. R. 830). Except where otherwise especially provided, "evidence" in the Parliamentary Registration Acts means evidence in the legal sense. A Revising Barrister is bound to consider and determine the question of the admissibility of evidence if raised, and there is no appeal from his decision under sec. 65 of the Parliamentary Registration Act, 1843, 6 & 7 Vict. c. 18. He cannot admit evidence irrespective of the question of its admissibility (*Storey* v. *Bermondsey* (*Town Clerk*), [1910] 1 K. B. 203 ; 79 L. J. K. B. 349).

720. ——. The mere fact that a person claiming a lodger vote is the son of the landlord does not rebut the *primâ facie* evidence of the claimant's declaration (*Major* v. *Shrewsbury* (*Town Clerk*), [1909] 1 K. B. 348 ; 78 L. J. K. B. 108). Objectors, whether overseers or other persons, must appear personally or by some person on their behalf ; otherwise the Revising Barrister is bound to retain the name on the list (*Cartwright* v. *Shrewsbury* (*Town Clerk*), [1909] 2 K. B. 169 ; 78 L. J. K. B. 609).

721. ——. The Registration Act, 1908, 8 Edw. VII. c. 21, alters the procedure on appeals from the decision of a Revising Barrister. A person intending to appeal must, before October 26 next after the conclusion of the revision, transmit to the Master in the Crown Office the statement made by the Revising Barrister under the Parliamentary Voters' Registration Act, 1843, 6 & 7 Vict. c. 18, and must also deliver or send by post to the respondent a notice of his intention to appeal. The appeals are to be heard with as little delay as possible. Any such statement made by the Revising Barrister for the purpose of such appeal may be made at any time within ten days after the conclusion of the revision. It need not be read in open Court, but must be submitted to the appellant, who, if he approves of it, must sign it, as directed by sec. 42 of the Parliamentary Voters' Registration Act, 1843, and return it to the Revising Barrister.

Sections 62 and 63 of the Parliamentary Voters' Registration Act, 1843, 6 & 7 Vict. c. 18, and sec. 6 (2) of the County Electors Act, 1888, 51 & 52 Vict. c. 10, are repealed.

722. ——. The case stated by the revising barrister should be signed by the appellant or some person interested in the appeal, and not by a registration agent (*White* v. *Bown*, [1913] 1 K. B. 78 ; 82 L. J. K. B. 89).

722. ——. On an appeal from a revising barrister no points may be raised which have not been reserved by the revising barrister in his case stated (*Crow* v. *Hilleary*, [1913] 1 K. B. 385 ; 82 L. J. K. B. 380).

733. ——. Where the Revising Barrister orders the names of voters to be struck off the list, and owing to accident or mistake this is not done, the High Court has power, even after the Barrister's statutory jurisdiction has expired, to order him to expunge the names (*R.* v. *Hanley Revising Barrister*, [1912] 3 K. B. 518 ; 81 L. J. K. B. 1152).

VOLUME XIII.

7. Rhodesia.—By Order in Council of October 18, 1909, the Evidence (Colonial Statutes) Act, 1907, is applied to Barotziland, North-Western, North-Eastern, and Southern Rhodesia, and by Order in Council of August 2, 1910 (St. R. & O. 1910, No. 881), the Evidence Act, 1851, secs. 7 and 11, the Foreign Tribunals Evidence Act, 1856, the Evidence by Commission Act, 1859, the British Law Ascertainment Act, 1859, the Foreign Law Ascertainment Act, 1859, and the Evidence by Commission Act, 1885, are applied.

7. ——. The Appeals from Northern Rhodesia as regulated by the Northern Rhodesia (Privy Council Appeals) Order in Council, 1913, (St. R. & O. 1913, No. 893).

8. ——. The Southern Rhodesia Order, 1905, is revoked, and that of 1898 further amended by the Southern Rhodesia Order, 1909 (St. R. & O. 1909, No. 913).

8. ——. The Southern Rhodesia Orders of 1898 and 1903 are amended by the Southern Rhodesia Order of 1911 (St. R. & O. 1911, No. 439).

9. ——. The North-Eastern Rhodesia Order, 1900, is further amended by that of 1909 (St. R. & O. 1909, No. 1234).

10. ——. The Barotziland-North-Western Rhodesia Order, 1899, is further amended by that of 1909 (St. R. & O. 1909, No. 1232). Appeals are to the Privy Council, and are regulated by Order in Council of October 13, 1910 (St. R. & O. 1910, No. 1109).

13. Riot.—As to what amounts to rioting and civil commotion, see *London and Manchester Plate-Glass Insurance Co.* v. *Heath*, [1913] 3 K. B. 411; 82 L. J. K. B. 1183).

14. ——. On an indictment containing the words, "then and there being unlawfully, riotously, and routously did make and assault," the prisoners may be convicted of assault (*R.* v. *O'Brien*, 1911, 104 L. T. 113).

17. Ritual.—In *In re Grosvenor Chapel, South Audley Street*, 29 T. L. R. 286, the Court, following *White* v. *Bowron*, 1873, L. R. 4 A. & E. 207; 43 L. J. Ecc. 7, refused to grant a faculty for the erection of a baldachin over a Communion table.

27. Rivers Pollution.—Discharge of night sewage into river, see PROBATION OF OFFENDERS herein.

27. ——. Where sewage is discharged into a channel in which there is a natural but intermittent flow of pure water, the channel may be converted into a sewer. Notwithstanding the remedy given by sec. 299 of the Public Health Act, 1875, a private individual is entitled to an injunction and damages from a local authority in respect of a common-law nuisance arising from their default in the maintenance of an existing sewer (*Att.-Gen.* v. *Lewes Corporation*, [1911] 2 Ch. 495; 81 L. J. Ch. 40).

27. ——. Unless within the exceptions mentioned in sec. 3 of the Rivers Pollution Prevention Act, 1876, it is an offence to discharge sewage into a stream which has been tunnelled up: such tunnelling does not entitle persons to discharge sewage into the stream (*Airdrie Magistrates* v. *Lanark County Council*, [1910] A. C. 286; 79 L. J. P. C. 82).

28. ——. Long user will not exempt a manufacturer from the obligation imposed by sec. 4 of the Rivers Pollution Prevention Act, 1876 (*Butterworth* v. *Yorkshire* (*W. R.*) *Rivers Board*, [1909] A. C. 45; 78 L. J. K. B. 203).

28. ——. The word "sewers" in sec. 7 of the Rivers Pollution Prevention Act, 1876, includes the whole system of sewerage, including purification works (*Brook* v. *Meltham Urban Council*, [1909] A. C. 438; 78 L. J. K. B. 719).

29. Road Improvement Fund.—See HIGHWAYS herein.

40. Roman Dutch Law.—As to mutual wills, see *Natal Bank* v. *Rood*, [1910] A. C. 570; 80 L. J. P. C. 22.

43. Rood (Rood Loft).—To list of authorities add *St. Paul, Bow Common*, [1909] P. 245; *In re St. John the Evangelist*, [1909] P. 6.

57. Rule of the Road.—A by-law which requires persons driving carriages to keep on the left or near side of the road is complied with by a person who drives so that the off-side wheels of his carriage are on the near side of the centre of the roadway. Such a by-law does not impose on users of the roadway an obligation to keep their near-side wheels near to the near-side kerb (*Bolton* v. *Everett*, 1911, 105 L. T. 830).

60. Rules: Rules of Court.—The power to make rules of Court for the High Court includes power to make rules as to the number of county jurors. The limitation contained in sec. 22 of the Juries Act, 1825, is repealed (County Common Juries Act, 1910, 7 Edw. VII. & 1 Geo. V. c. 17).

81. Sale by the Court.—On an application for the discharge of encumbrances by the Court under sec. 5 of the Conveyancing Act, 1881, the Court may, as respects any vendor or purchaser, dispense with the service of any notice required by sec. 69 to be served on the vendor or purchaser (Conveyancing Act, 1911, 1 & 2 Geo. V. c. 37, s. 1).

84. ——. In *In re Thomas; Bartley* v. *Thomas*, [1911] 2 Ch. 389; 80 L. J. Ch. 617, a conditional contract was entered into in an administration action, and approved by the Master for the sale of property. Before the order was passed and entered a creditor of the estate offered a larger amount. The Court held that it had power to reopen the matter and refuse confirmation of the sale.

88. Sale of Goods.—Even if the buyer has accepted part of the goods the contract is unenforceable if the contract is not to be performed within a year, and there is no memorandum in writing signed by the party to be charged (*Prested Gas Indicating Electric Lamp Co.* v. *Garner*, [1911] 1 K. B. 425; 80 L. J. K. B. 819).

92. ——. In *Wallis* v. *Pratt*, [1911] A. C. 394; 80 L. J. K. B. 1058, the defendants sold seed as "common English sanfoin," with a clause in the contract that the sellers gave no warranty, expressed or implied, as to growth, description, or any other matters; the plaintiffs resold the seed, which turned out to be giant sanfoin. They paid damages to the persons to whom they sold the seed, and were held entitled to recover those damages from the defendants under the principles applicable to a breach of warranty.

93. ——. A trade name within sec. 14 (1) of the Sale of Goods Act, 1893, must be acquired by user, and whether it has or has not been so acquired is a question in fact in each case. If the name merely implies an article made by a certain firm and does not imply an article of a fixed and specific design, it is not a trade name. The proviso at the end of subs. 1 assumes the absence of an express assurance by the seller (*Bristol Tramways, etc., Co., Ltd.* v. *Fiat Motors, Ltd.*, [1910] 2 K. B. 831; 79 L. J. K. B. 1107).

94. ——. As to warranty, see further *Heilbut* v. *Buckleton* [1913] A. C. 30; 82 L. J. K. B. 245, cited *sub tit.* WARRANTY herein, but note that this case does not apply to a sale of goods by description.

94. ——. "Merchantable" means merchantable at the date of delivery. Goods which can be made merchantable at a small cost are not merchantable (*Jackson* v. *Rotax Motor and Cycle Co.*, [1910] 2 K. B. 937; 80 L. J. K. B. 38). See also *Bristol Tramways, etc., Co., Ltd.* v. *Fiat Motors, Ltd.*, [1910] 2 K. B. 831; 79 L. J. K. B. 1107).

96. ——. *Weiner* v. *Gill*, [1906] 2 K. B. 574; 75 L. J. K. B. 916, was explained in *Weiner* v. *Harris*, [1910] 1 K. B. 285; 79 L. J. K. B. 342, where a retail trader who had goods ostensibly on sale or return was held to be a mercantile agent within sec. 1 (1) of the Factors Act, 1889, and therefore entitled to pledge them.

96. ——. Where a person to whom goods have been delivered on sale or return, delivers them to another person on the same terms, he adopts the transaction within the meaning of r. 4 of sec. 18 of the Sale of Goods Act, 1893 (*Genn* v. *Winkel*, 1912, 107 L. T. 443).

98. ——. Where the buyer of a chattel, who by reason of his fraud has only a voidable title, pledges it before the seller elects to avoid the sale, the onus is on the seller to prove that the pledgee from whom he seeks to recover the chattel took it with notice of the fraud or not in good faith (*Whitehorn* v. *Davison*, [1911] 1 K. B. 463; 80 L. J. K. B. 425).

99. ——. In a county court where the registrar is the high bailiff, a writ of execution binds the property in the goods under sec. 26 of the Sale of Goods Act, 1893, from the time when application is made for the writ, and not the time when the writ is delivered to the officer charged with its enforcement. Where the registrar is not the high bailiff, the rule is probably the same (*Murgatroyd* v. *Wright*, [1907] 2 K. B. 333; 76 L. J. K. B. 747). But if the writ is sent to a foreign Court for execution, it binds the goods from the time it reaches the foreign Court (*Birstall Candle Co.* v. *Daniels*, [1908] 2 K. B. 254; 77 L. J. K. B. 590).

99. ——. Where a seller contracted to deliver 45,000 tons of wheat, and in fact delivered 55 lb. in excess of that amount, for which excess he did not charge, it was held that the excess was too trifling to entitle the purchaser to reject the whole amount (*Shipton, Anderson & Co.* v. *Weil*, [1912] 1 K. B. 574; 81 L. J. K. B. 910).

99. ——. Where a contract provides for the delivery of goods by instalments, the acceptance by the buyer of one instalment does not preclude him from rejecting other instalments (*Jackson* v. *Rotax Motor and Cycle Co.*, [1910] 2 K. B. 937 ; 80 L. J. K. B. 38).

100. ——. Where hops were sent from abroad on the terms that the buyers "should pay for the said hops at the rate of 90s. per 112 lbs., c.i.f., to London, Liverpool, or Hull, terms net cash," and the contract did not provide for payment against shipping documents, it was held that the buyers were bound to pay on the tender of the shipping documents, although the hops had not yet arrived (*Clemens Horst Co.* v. *Biddell*, [1912] A. C. 18 ; 81 L. J. K. B. 42).

100. ——. Where goods are sold under a c.i.f. contract, and the seller does not tender to the purchaser a policy of insurance, and has not in fact insured the goods, the purchaser is not bound to accept them (*Orient* v. *Brekke*, [1913] 1 K. B. 531 ; 82 L. J. K. B. 427).

100. ——. Where the buyer already has sufficient information to enable him to effect insurance, the seller need not give notice under sec. 32 (3) of the Sale of Goods Act. It is not necessary that the buyer should know the name of the particular vessel by which the goods are shipped. Where the contract itself contains sufficient information to enable the buyer to insure, it is in itself sufficient notice under the section. The subsection applies to an ordinary f.o.b. contract for the sale of goods (*Wimble* v. *Rosenberg* [1913] 3 K. B. 743 ; 82 L. J. K. B. 1251).

100. ——. For what is a sufficient tender of shipping documents in a c.i.f. contract, see *Landauer* v. *Craven*, [1912] 2 K. B. 94 ; 81 L. J. K. B. 650.

102. ——. In the case of an unascertained portion of goods, an unpaid seller does not lose his right of stoppage *in transitu* unless the assent is given under circumstances which show that the seller renounces his right against the goods (*Mordaunt* v. *British Oil and Cake Mills, Ltd.*, [1910] 2 K. B. 502 ; 79 L. J. K. B. 967).

104. ——. For the measure of damages in a case of late delivery of goods, see *Wertheim* v. *Chicoutimi Pulp Co.*, [1911] A. C. 301 ; 80 L. J. P. C. 91, cited *sub tit.* DAMAGES herein.

105. Salmon Fishery.—A mill-dam was held to be a tributary of a river in *Moses* v. *Iggo*, [1906] 1 K. B. 516 ; 75 L. J. K. B. 331.

105. ——. The owner of a salmon fishery may prevent the disturbance of his fishery by injunction, even although the act constituting the disturbance is an offence for which the Salmon Fishery Acts provide pains and penalties (*Fraser* v. *Fear*, 1912, 56 S. J. 311).

108. ——. The owners of a salmon fishery are entitled to prevent a lower riparian owner from abstracting water so as to prevent the free passage of salmon (*Pirie* v. *Kintore*, [1906] A. C. 478 ; 75 L. J. P. C. 96).

109. ——. Fishing for salmon with drift nets is not a nuisance at common law in Ireland. Such nets are not "fixed nets" or "fixed engines" within the meaning of the Irish Fisheries Code (*Irish Society* v. *Fleming*, [1911] 1 Ir. R. 323 ; affirmed in House of Lords, *sub nom. Irish Society* v. *Harold*, [1912] A. C. 287 ; 81 L. J. P. C. 162).

110. ——. Under sec. 36 (3) of the Salmon Fishing Act, 1873, which permits a duly authorised water bailiff to search "bags or other instruments used in carrying fish," it is allowable to search the pockets of a person reasonably suspected of possessing fish illegally caught (*Taylor* v. *Pritchard,* [1910] 2 K. B. 320; 79 L. J. K. B. 749).

110. ——. In order to support a conviction under sec. 36 of the Salmon Fishing Act, 1865, for using a net to catch salmon without a licence, it is sufficient if the justices are of opinion that the accused was on the river with a net with the intention of using it to catch salmon. It is not necessary that he should actually have used the net (*Moses* v. *Raywood,* [1911] 2 K. B. 271; 80 L. J. K. B. 823).

111. Salvage.—Section 6 of the Maritime Conventions Act, 1911, 1 & 2 Geo. v. c. 57, makes it a misdemeanour for the master or person in charge of a vessel to refuse, so far as he can do so without serious danger to his own vessel, her crew and passengers, to render assistance to any person, including the subject of a foreign State at war with His Majesty, who is found at sea in danger of being lost. Compliance with this requirement does not affect the right of the master or any other person to salvage.

By sec. 8 an action to enforce any claim in respect of any salvage services must be commenced within two years of the date when the services were rendered. The Court may extend such time to such extent and on such terms as it thinks fit, and must, if satisfied that there has not been a reasonable opportunity of arresting the defendant vessel within the jurisdiction of the Court, or within the territorial waters of the country to which the plaintiff's ship belongs, or in which the plaintiff resides or has his principal place of business, grant such extension as will give such reasonable opportunity (s. 8).

As to the extent of the Act, see *infra.*

114. ——. There can be no salvage between two vessels insured in a mutual insurance company whose policies make it a condition to render assistance to other vessels insured in the company (*Clan Steam Trawling Co.* v. *Aberdeen Steam Trawling Co.,* [1908] S. C. 651).

116. ——. In assessing life salvage the pecuniary value of the lives cannot be taken into account. Actual danger to life is not necessary if there is apprehended danger (*The Suevic,* [1908] P. 154; 77 L. J. P. 92).

117. ——. The decision in *The Mac* was followed in *The Mudlark,* [1911] P. 116; 80 L. J. P. 117.

123. ——. As to principles on which the Court acts in awarding salvage, see *The Port Hunter,* [1910] P. 343; 80 L. J. P. 1.

125. ——. A fishing vessel cannot recover as part of the salvage reward prospective profits lost by reason of performing the salvage services (*The Fairfort,* [1912] P. 168; 81 L. J. P. 108).

126. ——. By sec. 7 of the Maritime Conventions Act, 1911, 1 & 2 Geo. v. c. 57, in the case of a foreign vessel salvage is to be apportioned in accordance with the law of the country to which the vessel belongs.

The Act extends throughout His Majesty's dominions and to any territories under his protection, and to Cyprus, but does not extend to the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa and Newfoundland (s. 9 (1)).

The Act does not apply to cases in which proceedings were taken before the date of its passing (December 16, 1911) (subsec. (2)). The Act applies in all cases in any Court having jurisdiction to deal with the case, and in whatever waters the salvage services are rendered (subsec. (3)).

138. Sarawak.—See NORTH BORNEO, BRUNEI AND SARAWAK, Vol. X. p. 21, and herein.

139. Satisfied Terms.—The term passed by a second mortgage of leaseholds by demise does not become a satisfied term under the Satisfied Terms Act, 1845, on the payment off of the money due under the mortgage without a formal surrender (*In re Moore and Hulm's Contract*, [1912] 2 Ch. 105; 81 L. J. Ch. 503).

139. Savings Bank.—See TRUSTS, TRUSTEES; *Public Trustee* herein.

139. ——. The regulations as to deposits and investments will be found in the Savings Banks (Investment) Regulations of April 25, 1906 (St. R. & O. 1906, p. 584).

142. ——. ll. 36–38. For the statement in the text substitute "The interest payable to depositors may not exceed £2, 10s. per cent., that payable by the National Debt Commissioners to the trustees being at the rate of £3 per cent. (51 & 52 Vict. c. 15, s. 5)."

144. ——. The Post Office Savings Bank Regulations, 1910 (St. R. & O. 1910, No. 569) repeal and replace those of 1905 and 1908.

145. ——. Line 36, *for* "sec. 3," *read* "sec. 13."

145. ——. The regulations as to Naval Savings Banks will be found in Order in Council No. 811 of 1906 (St. R. & O. 1906, p. 491).

147. School.—*See Att.-Gen.* v. *Price*, [1912] 1 Ch. 667; cited *sub tit.* CHARITIES herein, as to schemes where a school held under the School Sites Act, 1841, becomes disused.

187. Sea Fisheries.—The Herring Fishery (Branding) Act, 1913, 3 & 4 Geo. V. c. 9, provides for the branding of barrels filled with cured herrings by an officer appointed by the Board of Agriculture and Fisheries, and imposes penalties on persons forging the brands, and on persons using old barrels which are already branded.

191. Seaman.—The regulations as to distressed seamen made under sec. 40 of the M. S. A., 1906, will be found in St. R. & O. 1908, p. 606.

191. ——. Under secs. 41 and 42 of the Merchant Shipping Act, 1906, a shipowner is liable for the maintenance and conveyance home of a seaman whom he has left behind at a foreign port, because he was suffering from a venereal disease, but he is not liable for his medical or surgical expenses (*Board of Trade* v. *Anglo-American Oil Co.*, [1911] 2 K. B. 225; 80 L. J. K. B. 835).

192. ——. For regulations under sec. 214 of the Merchant Shipping Act, 1906, regulating the letting of lodgings to seamen in the county of London, see Order in Council of February 19, 1910 (St. R. & O. 1910, No. 256).

193. ——. As to what are "expenses caused by the desertion" of a seaman, within sec. 232 of the Merchant Shipping Act, 1894, and "expenses caused . . . by the absence of the seaman" within sec. 28 (1) of the Merchant Shipping Act, 1906, see *Halliday* v. *Taffs*, [1911] 1 K. B. 594; 80 L. J. K. B. 388; *Deacon* v. *Quayle; Neate* v. *Wilson*, [1912] 1 K. B. 445; 81 L. J. K. B. 409.

200. Seaworthiness.—Although the onus of proving that a vessel is unseaworthy is as a rule on the party alleging it, still, in certain circumstances, *e.g.* a vessel breaking down immediately after leaving port, the onus may be on the owner of the ship (*Lindsay* v. *Klein*, [1911] A. C. 194; 80 L. J. P. C. 161).

202. Secretary (of a Joint Stock Company).—Line 21, *for* "*Re Boston Deep Sea*, 33 Ch. D.," *read* "*Boston Deep Sea Fishing Co.* v. *Ansell*, 1888, 39 Ch. D."

204. Security for Costs.—There is no hard-and-fast rule that a foreigner residing out of the jurisdiction, who is plaintiff in a cross-action or as defendant in a counter-claim, should or should not give security for costs. It is a question of fact in each case whether the defendant in the original action is to such an extent plaintiff in the cross-action that he ought, according to the general practice, to be ordered to give security (*New Fenix Compagnie Anonyme D'Assurances de Madrid* v. *General Accident Fire and Life Assurance Corporation*, [1911] 2 K. B. 619; 80 L. J. K. B. 1301).

205. ——. Trustees of a separation deed suing for arrears are not nominal plaintiffs (*White* v. *Butt*, [1909] 1 K. B. 50; 78 L. J. K. B. 65).

205. ——. The question whether an undischarged bankrupt who is suing for a commission for obtaining a loan and whose trustee in bankruptcy claims any money due to him, is a nominal plaintiff or not, and as such should give security for costs, was raised in *Affleck* v. *Hammond*, [1912] 3 K. B. 162; 81 L. J. K. B. 565. In this case it was proved that the total earnings of the bankrupt for the twelve months previous, including the amount for which he was suing, were under £100. It was held that the sum claimed in the action was his personal earnings necessary for his maintenance, and therefore did not vest in the trustee. As a result of this finding it was further held that the bankrupt was not a nominal plaintiff and need not give security for costs.

206. ——. An order for security for costs becomes inoperative if the appellant subsequently obtains leave to appeal *in forma pauperis* (*Willé* v. *St. John*, [1910] 1 Ch. 701; 79 L. J. Ch. 409).

206. ——. A husband may be ordered to give security for his wife's costs on his appeal against an order of a Court of Summary Jurisdiction under the Summary Jurisdiction (Married Women) Act, 1895, 58 & 59 Vict. c. 39, and proceedings may be stayed until he does so (*L.* v. *L.*, 1911, 55 S. J. 330; *Sirrell* v. *Sirrell*, [1911] P. 38; 80 L. J. P. 8).

219. Sentence.—In *R.* v. *M'Lean*, [1911] 1. K. B. 332; 80 L. J. K. B. 309, the Court of Criminal Appeal laid down the following rules to be followed where a prisoner who has been convicted on indictment of an offence asks the Court to deal with another offence which he admits, and for which he has not been tried :—Where another offence of the same character is admitted, then, whether there is a committal in respect of it or not, it is desirable that the judge should take both offences into consideration, even though the other offence may have been committed in another county. If there is a committal for the other offence, the judge should be satisfied that the prosecution agrees that he should take it into consideration. In ordinary circumstances, if the prosecution do not agree, the judge should not take the other charge into consideration as a matter of course. If there is a committal in another county for another class of offence and the prosecution do not consent, the judge ought not to take it into consideration. Even if the prosecution does consent the judge should consider whether it is in the public interest to take it into consideration. In no case should another offence be taken into consideration if the prisoner does not admit it.

220. Sequestration.—Tithes which have been paid to a sequestrator appointed by the Bishop under sec. 52 of the Bankruptcy Act, 1883, under a mistake of fact, may be recovered from the Bishop, even if they have been paid over to the trustee in bankruptcy (*Baylis* v. *Bishop of London*, [1913] 1 Ch. 127 ; 82 L. J. Ch. 61).

225. Service and Delivery.—As to an assault during service, see *Rose* v. *Kempthorne*, 1910, 103 L. T. 730, *sub tit.* ASSAULT herein.

226. ——. The indorsement of the day of the week and month on a writ of summons within three days after service cannot be waived, and therefore a plaintiff who has neglected to do so cannot proceed by default (*Hamp-Adams* v. *Hall*, [1911] 2 K. B. 942 ; 80 L. J. K. B. 1341).

231. ——. *Friendly Societies.*—The Friendly Societies Act, 1875, sec. 21, is repealed. By sec. 94 of the Friendly Societies Act, 1896, 59 & 60 Vict. c. 25, the trustees of a society or branch, or any other officers authorised by the rules, may bring or defend any action or legal proceeding in any Court, concerning any property, right, or claim of the society or branch. They may sue and be sued in their own names with the title of their office. In legal proceedings brought by a member or person claiming through him, under the Act of 1896, a registered society may be sued in the name of any officer or person who receives contributions or issues policies within the jurisdiction of the Court, with the addition of "on behalf of the ——— Society or Branch." Legal proceedings do not abate on the death, removal, or resignation of an officer. A summons, writ, process, or other proceedings is served (1) personally on the officer or other person, or (2) by leaving a true copy at the registered office or at any place of business of the society or branch within the jurisdiction of the Court, or (3) if the office is closed, by posting a copy on the outer door and sending a copy by registered post addressed to the committee of the society or branch, posted at least six days before any further step is taken on the proceeding.

When proceedings are taken against a society or branch for the recovery of a fine under the Act of 1896, the summons or other process is sufficiently served by leaving a true copy at the registered office or any place of business within the jurisdiction of the Court, or if the office is closed by posting the copy on the outer door. If proceedings are to be taken against a trustee of the society or branch, they may be brought by the other trustees or trustee (Friendly Societies Act, 1908, 8 Edw. VII. c. 32, s. 11).

232. ——. A foreign corporation may be served with a writ in this country if the Court is satisfied that they are carrying on business here, even if such business is carried on through an agent. The question is one of fact, and depends on the powers of the agent (*Saccharin Corporation Ltd.* v. *Chemische Fabrik Von Heyden Aktiengesellschaft*, [1911] 2 K. B. 516; 80 L. J. K. B. 1117). A foreign railway company which has an office and board of directors dealing solely with financial matters in this country is resident in the country and can be sued here (*Actiesselskabet Damskib "Hercules"* v. *Grand Trunk Pacific Railway*, [1912] 1 K. B. 222; 81 L. J. K. B. 189). The business carried on in this country by the agents of the corporation must, however, be the business of the corporation and not business merely ancillary to that of the corporation (*Allison* v. *Independent Press Cable Association*, 1911, 28 T. L. L. 128).

237. Service out of the Jurisdiction.—Order XI. r. 1 (*a*) does not extend to an action to perpetuate testimony, even if it is intended to use the testimony in connection with land situate in the jurisdiction (*Slingsby* v. *Slingsby*, [1912] 2 Ch. 21; 81 L. J. Ch. 449).

239. ——. An action to foreclose a mortgage of personalty, containing the ordinary covenant to repay, brought by the original mortgagee against the original mortgagor does not come within Order XI. r. 1 (*e*) (*Hughes* v. *Oxenham*, [1913] 1 Ch. 254; 82 L. J. Ch. 155).

239. ——. When goods shipped from abroad under a c.i.f. contract are found on their delivery in this country not to be in accordance with the contract, there is no breach within the jurisdiction (*Crozier* v. *Auerbach*, [1908] 2 K. B. 161; 77 L. J. K. B. 873).

243. ——. By Order XI. r. 8 (*a*) (R. S. C., August 1909, r. 1), the Court or a judge may direct that any summons, order, or notice shall be served on any party or person in a foreign country, and the procedure prescribed by Order XI. r. 8, with reference to service of notice of a writ of summons shall apply to the service of any summons, order, or notice so directed to be served. Under this rule the Court or a judge can only grant leave to serve a summons, order, or notice in cases where there is jurisdiction, under Order XI. r. 1, to grant leave to serve a writ of summons out of the jurisdiction. The mode of service depends on whether the country in which service is to be made is or is not one to which the Lord Chancellor has applied Order XI. (*Aktiebolaget Robertsfors* v. *Société Anonyme des Papeteries*, [1910] 2 K. B. 727; 80 L. J. K. B. 13).

243. ——. Rule 8 of Order XI. has been applied to France (August 2, 1910), Spain (August 2, 1910), and Belgium (August 2, 1910).

247. ——. *Delete* the last paragraph. *Cp.* County Court Rules, 1903, Order VII. r. 41.

248. Set-off.—A claim for unliquidated damages cannot be set off by way of reduction against a claim to enforce under a mortgage deed a debt which had been treated as money lent (*Bow* v. *Camosun* (*Owners*), [1909] A. C. 597; 79 L. J. P. C. 17).

A debt due from the defendant to the plaintiff, and one due from the plaintiff to a third party, which has been assigned to the defendant before the action is begun, are mutual debts (*Bennett* v. *White*, [1910] 2 K. B. 643; 79 L. J. K. B. 1133).

248. ——. In *Stoddart* v. *Union Trust Ltd.*, [1912] 1 K. B. 181; 80 L. J. K. B. 140, it was held that where the plaintiff was suing as the assignee of the unpaid balance due under a contract for the sale of a newspaper, which sale had been induced by the misrepresentations of the vendor, the defendant was not entitled to rely on the damage he had suffered by reason of the misrepresentations as a defence to the plaintiff's claim.

250. Settled Land Acts and Powers.—See also MANSION HOUSE, Vol. VIII. p. 560, and herein.

252. ——. *In re Jackson's Settled Estates*, [1902] 1 Ch. 258, was approved in *In re Davies and Kent's Contract*, [1910] 2 Ch. 35; 79 L. J. Ch. 689, where it was held that tenants for life were good trustees for the purposes of the Settled Land Acts.

252. ——. *In re Gordon and Adam's Contract*, [1913] 1 Ch. 561; 82 L. J. Ch. 455, a testator appointed trustees by his will with power to sell his freehold land. He also gave to his widow, who was made tenant for life thereof, the power to appoint by will. By her will she appointed the lands to A for life with remainders over. A, as tenant for life, sold the lands, and under a vendor and purchaser summons it was held that the trustees of the testator's will were trustees for the purpose of the Settled Land Acts, and that it was not necessary to appoint trustees of the compound settlement created by the two wills. (This case was reversed in the Court of Appeal, 57 S. J. 67.)

252. ——. Where a settlement within the meaning of sec. 63 of the Settled Land Act, 1882, or other settlement of property as personal estate, contains a power to invest money in the purchase of land, the land, unless the settlement otherwise provides, is held by the trustees on trust for sale with power to postpone the sale; the net rents and profits until sale, after keeping down the costs of repairs and insurance and other outgoings, are to be applied in the same manner as the income of investments representing the purchase money would have been applicable if a sale had been made and the proceeds invested in personal estate. The above provision only applies to settlements coming into operation after January 1, 1912 (Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, s. 10 (1) (2)).

253. ——. A trust for sale during the life and with the consent, which may be withheld, of a person entitled for life to the rents and profits, is not a trust or direction for sale within sec. 63 of the Settled Land Act, 1882, and such person does not require the leave of the Court to sell under sec. 7 of the Settled Land Act, 1884 (*In re Goodall's Settlement*, [1909] 1 Ch. 440; 78 L. J. Ch. 241), but land settled on trust for sale at the request of or with the consent of the tenant for life is subject to such trust or direction, and the tenant for life is the person "deemed to be tenant for life" under sec. 63 of the Act of 1882 (*In re Wagstaff's Settled Estates*, [1909] 2 Ch. 201; 78 L. J. Ch. 513).

254. ——. By a voluntary settlement land was conveyed to trustees without words of limitation, to the use of one for life. It was held that the tenant for life had power to sell the fee (*In re Hunter & Hewlett's Contract*, [1907] 1 Ch. 46; 76 L. J. Ch. 26).

254. ——. Where land is devised to the use of trustees to receive the rents and profits and capitalise them until a certain person attain the age of twenty-seven and subject thereto to the use of that person for life, that person has the powers of a tenant for life under sec. 58 (1) (vi.) of the Settled Land Act, 1882, although he has not attained the specified age (*In re Llewellyn; Llewellyn* v. *Llewellyn*, [1911] 1 Ch. 454; 80 L. J. Ch. 259).

254. ——. A widow who is entitled to a life interest in possession in the surplus rents and profits arising from real estate, determinable on her remarriage, has the powers of a tenant for life under sec. 58 (1) (ix.) of the Settled Land Act, 1882. She also probably comes under (vi.) (*In re Sumner's Settled Estates*, [1911] 1 Ch. 315; 80 L. J. Ch. 257). In this case *In re Llanover*, [1907] 1 Ch. 635, was commented on.

255. ——. A testator devised his real estate to trustees in trust for his wife "during her widowhood for the benefit and maintenance of herself and our dear children, and the proper bringing up of the latter." The widow was held to have the powers of a tenant for life under the Settled Land Act, 1882, sec. 58 (1) (vi.) (*In re Pollock; Pollock* v. *Pollock*, [1906] 1 Ch. 146; 75 L. J. Ch. 120).

260. ——. *In re Hunloke's Settled Estates*, [1902] 1 Ch. 941, was distinguished in *In re Rhodes; Sanders* v. *Hobson*, [1909] 1 Ch. 815; 78 L. J. Ch. 434.

264. ——. As to what amounts to a contrary intention, see *In re Hanbury's Settled Estates* (No. 2), [1913] 2 Ch. 357; 82 L. J. Ch. 428.

264. ——. If a contrary intention appears in the settlement, sec. 11 is excluded even if the tenant for life is acting under the powers contained in the Act and not those contained in the settlement (*In re Rayer; Rayer* v. *Rayer*, [1913] 2 Ch. 210; 82 L. J. Ch. 461).

265. ——. If a tenant for life embarks on litigation without the consent of the Court under sec. 36 of the Settled Land Act, 1882, and afterwards applies for approval, the Court will be guided not by the result of the litigation, but by whether it would have given its consent in the first instance (*In re Yorke; Barlow* v. *Yorke*, [1911] 1 Ch. 370; 80 L. J. Ch. 253).

266. ——. See further as to improvements, LIFE, ESTATES FOR, Vol. VIII. p. 262, and herein.

266. ——. Alterations rendered necessary in order to comply with the Coal Mines Act, 1911, are improvements within sec. 25 (XIX.) and are payable out of capital (*In re Hanbury's Settled Estates*, [1913] 1 Ch. 50; 82 L. J. Ch. 34).

Compensation payable to an agricultural tenant who holds from year to year on the determination of the tenancy is not an improvement within the Settled Land Acts (*In re De la Warr's Cooden Beach Estate*, [1913] 1 Ch. 142; 82 L. J. Ch. 174).

266. ——. Trustees are not entitled to spend capital moneys on the redemption of a liability to repair a highway *ratione tenure.* Such a liability is not an incumbrance within sec. 21 (2) of the Settled Land Act, 1882 (*In re Hodgson's Settled Estates; Altamount* v. *Forsyth,* [1912] 1 Ch. 784; 81 L. J. Ch. 376).

266. ——. A testator directed his trustees to allow his widow to occupy a leasehold house of his, and to pay the rates, taxes, and outgoings in respect thereto. The widow sold the unexpired term, and it was held that the capital money arising from the sale should be invested in an annuity which should be paid to the widow within her life and then fall in residue. It was further held that the widow was not entitled to any compensation for the loss of the benefit of the provision that the trustees should pay the rates, taxes, and outgoings in respect of the house (*In re Simpson*; *Clarke* v. *Simpson,* [1913] 1 Ch. 277; 82 L. J. Ch. 169).

266. ——. The Court will restrain a tenant for life from directing the trustees to make an unsuitable investment, and if the trustees are aware of the undesirableness, they are justified in bringing the matter before the Court by summons (*In re Hunt's Settled Estates; Bulteel* v. *Lawdeshayne,* [1905] 2 Ch. 418; 74 L. J. Ch. 759; [1906] 2 Ch. 11; 75 L. J. Ch. 496).

267. ——. The discretion of trustees when a tenant for life submits a scheme of improvements under sec. 26 of the Settled Land Act, 1882, is confined to the following heads:—(1) Whether the scheme is for the benefit of the settled land. (2) That the scheme suggested is a proper one for attaining the desired object. (3) That the tenant for life is acting within the restrictions imposed by sec. 53. They are not concerned with the tenant for life's general policy nor with the amount already spent on improvements, if they have capital money in hand (*In re Egmont's Settled Estates; Lefroy* v. *Egmont,* [1906] 2 Ch. 151; 75 L. J. Ch. 649).

293. Settlements.—In *In re Daniels; Weeks* v. *Daniels,* [1912] 2 Ch. 90; 81 L. J. Ch. 509, the testator authorised his trustees to let all or part of his lands, which comprised minerals, on such terms and conditions as they should think proper. The trustees and the *cestui-que-trust* granted leases of unopened mines. Such leases were declared not to be authorised by the will, but were treated as made under the Settled Land Acts. It was also held that a direction to pay the rents and profits to the tenant for life was not a contrary intention within the meaning of sec. 11 of the Settled Land Act, 1882.

296. ——. Notwithstanding sec. 19 of the Married Women's Property Act, 1882, 45 & 46 Vict. c. 75, a settlement or agreement for a settlement made after January 1, 1908, by a husband or intended husband, respecting the property of any woman he may marry or have married is not valid unless executed by her if of full age, or confirmed by her after attaining full age. If she dies an infant, any covenant or disposition by her husband contained in the settlement or agreement binds or passes any interest in any of her property to which he may become entitled on her death, and which he would, apart from the Act of 1907, have bound or disposed of. Settlements or agreements made or to be made under the Infants Settlements Act, 1855, 18 & 19 Vict.

c. 43 (see Vol. VII. p. 162), are not to be rendered invalid (Married Women's Property Act, 1907, 7 Edw. VII. c. 18, s. 2).

303. ——. As to marriage settlement binding reversionary interests acquired during coverture, but falling into possession after coverture, see *Lloyd* v. *Prichard*, [1908] 1 Ch. 265; 77 L. J. Ch. 183.

303. ——. A covenant by a wife to settle any after-acquired real or personal property for any estate or interest in possession, remainder, or expectancy, does not include an estate tail to which she becomes entitled in remainder or possession (*In re Dunsany's Settlement; Nott* v. *Dunsany*, [1906] 1 Ch. 578; 75 L. J. Ch. 356). See also FUTURE AND AFTER-ACQUIRED PROPERTY herein.

303. ——. In *In re Williams' Settlement; Williams* v. *Williams*, [1911] 1 Ch. 441; 80 L. J. Ch. 249, it was held that an interest which was contingent at the date of the marriage, and fell into possession during coverture, was caught by a covenant by the wife to settle after-acquired property.

303. ——. A covenant by a wife in a marriage settlement to settle property which she might become entitled to "during her then intended coverture" includes property to which she becomes entitled after a decree *nisi* has been made for the dissolution of the marriage, and before the decree has been made absolute (*Sinclair* v. *Fell*, [1913] 1 Ch. 155; 82 L. J. Ch. 105).

303. ——. A wife's next-of-kin, being volunteers, cannot enforce a covenant to settle after-acquired property as against the legal personal representative of the wife, nor are the trustees bound to do so (*In re Plumptre's Settlement; Underhill* v. *Plumptre*, [1910] 1 Ch. 609; 79 L. J. Ch. 340).

303. ——. Under a marriage settlement the husband and wife had power to appoint among the children of the marriage. The settlement contained a hotchpot clause, and also a covenant to settle after-acquired property. A joint appointment was made by the husband and wife in favour of five of the seven children of the marriage. Subsequently a considerable sum of money came into the settlement under the after-acquired property clause. The husband and wife died without having appointed this new fund. It was held that the settled funds and the after-acquired property were to be treated as amalgamated, and that the hotchpot clause applied to both. The five children therefore were held to be bound to bring their appointed shares into hotchpot before sharing in the after-acquired property (*In re Fraser; Ind* v *Fraser*, [1913] 2 Ch. 224; 82 L. J. Ch. 406).

303. ——. Where money is paid to a married woman, which is bound by a covenant to settle after-acquired property in her marriage settlement, and the money is invested by the husband, the money becomes in equity subject to the trusts of the settlement, and the investments which represent it may be claimed by the trustees of the settlement, whose claim is not affected by the Statute of Limitations (*Pullan* v. *Koe*, [1913] 1 Ch. 9; 82 L. J. Ch. 37). It was also held in the same case that trustees of a marriage settlement are entitled to specific performance of a covenant to create a trust for the benefit of persons within the marriage consideration.

303. ——. Where one of the parties to a marriage settlement is one of the next-of-kin to a tenant for life, and would be entitled to a share in the property if the tenant for life were to die immediately without issue at the date of the settlement, such prospective share is an "interest in expectancy" both at the date of settlement and during coverture. Such share is therefore caught by a covenant to settle after-acquired property (*In re Mudge*, [1913] 2 Ch. 92; 82 L. J. Ch. 381). This case was reversed in the Court of Appeal, 58 S. J. 117.

314. ——. The fact that a wife has grounds for taking proceedings against her husband for assault and refrains from so doing affords sufficient consideration for an agreement for separation. Under such circumstances an agreement for separation is not void as against public policy, and is binding on the husband (*Hulse* v. *Hulse*, 1911, 103 L. T. 804).

314. ——. Where in a separation deed each party covenanted not to take any proceedings for the restitution of conjugal rights, and the husband agreed to pay a fixed annual sum to the wife, it was held that the wife was not precluded from starting proceedings for the restitution of conjugal rights, after the husband had become bankrupt and obtained his discharge (*M'Quiban* v. *M'Quiban*, [1913] P. 208).

315. ——. SETTLEMENTS IN DIVORCE AND JUDICIAL SEPARATION. See also MAINTENANCE herein.

315. ——. The Court has no power under sec. 45 of the Divorce Act, 1857, or sec. 5 of the Matrimonial Causes Act, 1859, to order a settlement by a guilty wife of property to which she is entitled for her separate use without power of anticipation under the terms of a will (*Loraine* v. *Loraine*, [1912] P. 222; 82 L. J. P. 29. An order of the Court under sec. 45 of the Divorce Act, 1857, does not act as a forfeiture in a case where the instrument creating the interest contains a forfeiture clause (*ibid.*).

316. ——. By a marriage settlement the successful petitioner had power, if he survived his wife, to appoint a proportion of the settled fund on a future wife. The Court allowed him to exercise this power, though there was issue living of the marriage, but restricted the power as to amount to safeguard such issue (*Hodgson Roberts* v. *Hodgson Roberts*, [1906] P. 142; 75 L. J. P. 48).

316. ——. The Court has power to override a clause in a settlement restraining anticipation (*Churchward* v. *Churchward*, [1910] P. 195; 79 L. J. P. 59).

In *Suart* v. *Suart*, [1910] P. 246; 79 L. J. P. 86, the Court extinguished the interest of the petitioner in funds brought into settlement by the respondent whose marriage had been annulled on the ground of incapacity.

316. ——. Under the Matrimonial Causes Act, 1859, 22 & 23 Vict. c. 61, sec. 5, a petition to vary settlements may be filed before the decree for dissolution has been made absolute, but the Court will not inquire into it nor need the respondent answer it before that date (*Clarke* v. *Clarke*, [1911] P. 186; 80 L. J. P. 135).

379. **Sheriff.**—Where the sheriff seizes goods of a company in liquidation under a writ of *fi. fa.*, in execution of a judgment recovered before the liquidation, and on the application of the liquidator the sheriff is ordered by the Court to withdraw, the person issuing the execution and not the liquidator is liable for the sheriff's fees (*Montague* v. *Davies*, [1911] 2 K. B. 595; 80 L. J. K. B. 1131).

380. Shipping Inquiries and Courts.—The Shipping Casualties and Appeals and Rehearing Rules, 1907, will be found in St. R. & O. 1907, p. 702.

382. ——. *Hutton* v. *Ras Steam Shipping Co.*, 94 L. T. 645, was affirmed in the Court of Appeal, see [1907] 1 K. B. 834; 76 L. J. K. B. 562; 96 L. T. 515.

383. Ship; Shipowners.—Where two persons purchase a ship and only one is registered, a presumption arises of trust in favour of the other of part ownership proportionate to the amount of the purchase price paid by him (*The Venture*, [1908] P. 218; 77 L. J. P. 105).

387. ——. As to effect of taking a signed or blank form of mortgage which is subsequently filled in, see *Burgis* v. *Constantine*, [1908] 2 K. B. 484; 77 L. J. K. B. 1045.

388. ——. A person who has supplied a vessel with bunker coals on the credit of the owners has no claim against a mortgagee who subsequently comes into possession and uses the coals (*The Argentino*, [1909] P. 236; 78 L. J. P. 102).

391. ——. The Orders in Council as to a colonial certificate of competency are those of May 9, 1891, November 23, 1893 (St. R. & O. Rev. 1904, Merchant Shipping, p. 46) and October 22, 1906 (St. R. & O. 1906, p. 397).

393. Shop; Shops Regulation Act—

Conditions of Employment 623
Closing of Shops 625
Provisions with respect to Special Classes of Trade or Business . . 628
Enforcement of the Act 629
General Provisions 630

The Shops Act, 1912, 2 & 3 Geo. v. c. 3, repeals and re-enacts in consolidated form the Shops Regulation Acts, 1892 to 1911. Closing orders, however, made under the Shop Hours Act, 1904, which were in force at the commencement of the Act (May 1, 1912), are to remain in force until revoked in accordance with the provisions of the Act of 1912, except so far as they fix a closing hour earlier than seven o'clock for any shop to which the provisions of the Act of 1912 with respect to the weekly half-holiday apply (s. 23).

Conditions of Employment.—On at least one day in each week a shop assistant must not be employed about the business of a shop after 1.30 p.m. This provision does not apply to the week preceding a bank holiday if the assistant is not employed on the bank holiday, and if on one week-day in the following week his employment ceases not later than 1.30 p.m. (s. 1 (1)). When a shop assistant works during his half holiday in contravention of his employers' orders, the occupier is liable unless he can bring himself within sec. 14 (*Ward* v. *Smith*, [1913] 3 K. B. 154; 82 L. J. K. B. 941).

The occupier of every shop must decide and specify in a notice in the prescribed form, which must be affixed in the shop in the prescribed manner and time, the day of the week on which the assistants are not employed after 1.30 p.m. Different days may be fixed for different assistants (s. 1 (2)).

The following intervals for meals must be allowed to each assistant. The intervals must be arranged so that no person is employed for more than six hours without an interval of at least twenty minutes during that time. Without prejudice to the above provision, where the hours of employment include the hours from 11.30 a.m. to 2.30 p.m. an interval of not less than three-quarters of an hour must be allowed between those hours for dinner; and where the hours include the hours from 4 p.m. to 7 p.m., an interval of not less than half an hour must be allowed between those hours for tea. Where the dinner is not taken in the shop or in a building which forms part of, or to which the shop is attached, the interval for dinner is to be increased to one hour. An assistant employed in the sale of refreshments or in the sale of intoxicating liquors need not be allowed the interval for dinner between 11.30 a.m. and 2.30 p.m. if he is allowed the same interval ending not earlier than 11.30 a.m. or starting not later than 2.30 p.m.; the same exemption applies to all assistants employed on a market day in a town in which a market is held not oftener than once a week, or on a day on which an annual fair is held (s. 1 (3) and Sched. I.). The provisions of sec. 1 (3) do not, however, apply to a shop in which the only persons employed as assistants are members of the family of the occupier, maintained by him and dwelling in his house (*ibid.*).

The penalty for any contravention of, or failure to comply with, the provisions of sec. 1 is, in the case of a first offence, £1, in the case of a second offence, £5, in the case of a third or subsequent offence, £10, unless, in the case of a shop assistant employed after 1.30 in contravention of the section, the occupier proves that the assistant was employed merely in serving a customer whom he was serving at that time, or, where the time of closing the shop is also 1.30, that the assistant was employed merely for the purpose of serving customers who were in the shop at that time (s. 1 (4)).

The provisions of sec. 1 do not apply to assistants in premises for the sale of refreshments, whether licensed for the sale of intoxicating liquor or not, if their employment is wholly or mainly in connection with the sale of intoxicating liquor or refreshments for consumption on the premises, and if the occupier of the premises signifies by notice that he elects that the following provisions shall apply instead of those in sec. 1 of the Act of 1912—

(*a*) No such assistant shall be employed for more than sixty-five hours in any week, exclusive of meal times.

(*b*) Provision shall be made for securing to every such assistant—

(i) thirty-two whole holidays on a week day in every year, of which at least two shall be given within the currency of each month and which shall comprise a holiday on full pay of not less than six consecutive days;

(ii) twenty-six whole holidays on Sunday in every year, so distributed that at least one out of every three consecutive Sundays shall be a whole holiday:

Provided that two half holidays on a week day shall be deemed equivalent to one whole holiday on a week day.

(*c*) Intervals for meals shall be allowed to every such assistant amounting on a half holiday to not less than three-quarters of an hour, and on every other day to not less than two hours, and no assistant shall be employed for more than six hours without being allowed an interval of at least half an hour :

Provided that this provision shall not apply if the only persons employed as such shop assistants are members of the family of the occupier of the premises maintained by him and dwelling in his house.

(*d*) The occupier shall affix and constantly maintain in a conspicuous position in the premises a notice in the prescribed form referring to the provisions of this section, and stating the steps taken with a view to compliance therewith.

If an occupier of premises who has elected that the above provisions shall apply fails to comply with any of them, he is guilty of an offence under the Shops Act, 1912, and is liable to a fine not exceeding £1 for the first offence, £5 for a second offence, and £10 for a third or subsequent offence (s. 1 (2)). For the purposes of the section, a half-holiday is a day on which the employment ceases not later than 3.0 p.m., and on which the assistant does not work for more than six hours, including meal time (s. 1 (3)). A notice under the section may be withdrawn at the end of the first or any subsequent year from the date on which it was given, and in such a case the Act of 1912 applies (s. 1 (4)). Where a notice has been given under the section, the Acts of 1912 and 1913 apply as if shop assistant included all persons wholly or mainly employed in any capacity at the premises in connection with the business carried on there (s. 1 (5)).

The Act does not apply to shops in Ireland in which the sale of intoxicating liquors by retail is carried on (s. 2).

No person under the age of 18 years, referred to in the Act as a young person, is to be employed in or about a shop for more than 74 hours, including meal-times, in any one week (s. 2 (1)). No young person may, to the knowledge of the occupier of a shop, be employed in or about a shop who has been previously employed in a factory or workshop, as defined by the Factory and Workshop Act, 1901, for the number of hours allowed by that Act; if the young person has only been employed for a part of such time in a factory or workshop, he may only be employed in a shop for such a time as will, with the time he has been employed in the factory, make up the time allowed by the Factory and Workshop Act, 1901. The occupier of every shop in which a young person is employed must keep a notice exhibited in a conspicuous place referring to the provisions of this section, and stating the number of hours in the week during which a young person may be lawfully employed. If young persons are employed in or about a shop in contravention of this section, the occupier is liable to a fine of £1 for each young person so employed. An occupier who fails to comply with the provisions as to notices is liable to a fine of 40s. The provisions of this section apply to wholesale shops and warehouses, and secs. 13 and 14 (see *infra*) are to be construed accordingly. The section does not apply to a person who is employed wholly as a domestic servant (s. 2).

In each room in a shop where female shop-assistants are employed, the occupier must provide seats behind the counter, or in other suitable places, in the proportion of not less than one seat for each female shop-assistant. The penalty for non-compliance with this section is a fine not exceeding £3 for a first offence, and a fine of not less than £1 and not more than £5 for a second or subsequent offence (s. 3).

Closing of Shops.—Subject to the exceptions set out below, every shop must be closed for the serving of customers not later than 1 p.m. on one day in every week (s. 4 (1)). The local authority may, by order, fix such weekly half-holiday. The order may fix the same day for all shops, or different days for different classes of shops, or different days for different parts of the district, or different days for different periods of the year. Where the day fixed is not Saturday, the order must provide for enabling Saturday to be substituted for such other day, and where the day fixed is Saturday, for some other day specified in the order to be substituted for Saturday, as respects any shop in which the occupier affixes a notice to that effect. No order is to be made until the local authority is satisfied that the occupiers of a majority of each of the several classes of shops affected approve of it (s. 4 (2)). Until an order is made affecting a shop, the weekly half-holiday is such day as the occupier may fix by notice affixed in the shop. He may not change the day oftener than once in three months (s. 4 (3)). Where the local authority have reason to believe that a majority of the occupiers of shops of any particular class in any area are in favour of being exempted from the provisions of the section, either wholly or by fixing the closing hour at not later than 2 p.m., the local authority, unless they consider the area unreasonably small, must take steps to ascertain the wishes of the occupiers, and if they are satisfied that there is a majority in favour of the exemption, or in the case of a vote being taken, that at least one-half of the votes recorded by the occupiers of shops are in favour of the exemption, must make an order exempting such shops within the area from the provisions of the section, either wholly or to the extent specified above (s. 4 (4)).

Where a shop is closed during the whole of a bank holiday, and that day is not the weekly half-holiday, the shop may be kept open for serving customers beyond the specified hour for closing on the half-holiday immediately preceding or immediately following the bank holiday (s. 4 (5)).

The section does not apply to shops in which the following trades or businesses are carried on, but the local authority may by order made and revocable in the same manner as a closing order, extend the section to any exempted class, if satisfied that at least two-thirds of the occupiers of such shops approve of the order:—

The sale by retail of intoxicating liquors.
The sale of refreshments, including railway refreshment rooms.
The sale of motor, cycle, and aircraft supplies and accessories to travellers.
The sale of newspapers and periodicals.
The sale of meat, fish, milk, cream, bread, confectionery, fruit, vegetables, flowers, and other articles of a perishable nature.
The sale of tobacco and smokers' requisites.
The business carried on at a railway bookstall on or adjoining a railway platform.
The sale of medicines and medical and surgical appliances.
Retail trade carried on at an exhibition or show, if the local authority certify that such trade is subsidiary or ancillary only to the main purpose of the exhibition or show (s. 4 (6)).

Butter is an "article of a perishable nature," but run honey is not "confectionery" within the above subsection (*London County Council* v. *Welford's Surrey Dairies*, [1913] 2 K. B. 529; 82 L. J. K. B. 669).

The words "sale of motor, cycle, and air craft supplies to travellers" refer to the sale of supplies to travellers relating to motors, cycles, and air craft, and not to the sale of all supplies and accessories to travellers (*Williams* v. *Gosden*, 1913, 83 L. J. K. B. 77).

In the case of any contravention of, or failure to comply with, the provisions of this section, the occupier of the shop is liable to a fine not exceeding, in the case of a first offence, £1, in the case of a second offence, £5, in the case of a third or subsequent offence, £10. The occupier, however, is not liable if he proves that the customer was in the shop before closing time, or that there was reasonable ground for believing that the article supplied to the customer was required in the case of illness (s. 4 (7)).

The section, moreover, is not to prevent a vessel being supplied at any time with victuals, stores, or other necessaries on her arrival or immediately before her departure from a port (s. 4 (8)).

A closing order is an order made by a local authority, and confirmed by the Secretary of State. As to the procedure for making such an order, see sec. 6 *infra.* A closing order may fix the hours on the several days of the week at which, either throughout the whole area of the local authority, or in any specified part thereof, all shops, or shops of any specified class, are to be closed for serving customers (s. 5 (1)). The closing hour is not to be earlier than 7 p.m. The order may define the shops and trades to which it applies, authorise sales after the closing hour in cases of emergency and in such other circumstances as may be specified or indicated in the order, and contain incidental, supplemental, or consequential provisions (s. 6 (3)). Nothing in a closing order is to affect any shop in which only any of the following trades or businesses are carried on :—

The sale by retail of intoxicating liquors.
The sale of refreshments for consumption on the premises.
The business carried on at a railway refreshment room.
The sale of newspapers.
The sale of tobacco and smokers' requisites.
The business carried on at a railway bookstall.
The sale of medicines and medical and surgical appliances.
Post Office business (s. 5 (4) & Sched. III.).

The penalty for contravening the provisions of a closing order is a fine not exceeding, for a first offence, £1, for a second offence, £5, and for a third or subsequent offence, £20. No person, however, is liable to any penalty for serving a customer after the closing hour if the customer was in the shop before the closing hour (s. 5 (5)).

If a local authority are satisfied that a *prima facie* case has been made out for the making of a closing order, they are to give public notice in the prescribed manner and form of their intention to make an order, and in the notice they must specify a period, not less than the prescribed period, within which objections may be made to the proposed order. If, after considering any objections they may receive, the local authority consider that it is expedient to make the order, and that the occupiers of at least two-thirds in number of the shops affected approve of the order, they may make the order (s. 6 (1)). Notice of the provisions of the order is then to be given, and copies of it are to be supplied in the prescribed manner, and it is to be submitted to the Secretary of State. The Secretary of State then considers any objections to the order, and may either disallow it or confirm it with or without amendment (s. 6 (2)). As soon as an order is confirmed by a Secretary of State it becomes final, and has the effect of an Act of Parliament, subject to the provision that every closing order must be laid before each House of Parliament as soon as may be after it is confirmed, and if either House present an address to His Majesty within 40 days on which the House has sat after the order has been laid before it, praying that the order be cancelled, His Majesty in Council may annul it. When an order is so annulled it becomes void and of no effect, but without prejudice to any proceedings which may have already been taken under it, and without prejudice to the power to make a new order (s. 6 (3)).

On the representation of a local authority, or on the joint representation of a substantial number of occupiers of shops and shop assistants, the Secretary of State may appoint a competent person to hold a local inquiry, and if it appear to him after holding the inquiry and conferring with the local authority that a closing order should be made, he is to prepare a draft order and submit it to the Secretary of State together with his report thereon. If the Secretary of State, after considering the draft order and report and any representations which the local authority may make, considers that it is desirable that a closing order should be made, he may communicate his decision to the local authority, and there is then deemed to be a *prima facie* case for making an order in the terms of the draft order, subject to such modifications as the Secretary of State may think fit. The person who held the inquiry must, if required by the Secretary of State on the application of the local authority, assist the local authority in taking the steps preliminary to making the order (s. 7).

The Secretary of State has power at any time, on the application of a local authority, to revoke a closing order. The revocation may be absolute, or may only extend so far as the order affects a particular class of shops. If at any time the local authority is satisfied that the occupiers of the majority of any class of shop to which an order applies are opposed to its continuance, the authority is to apply to the Secretary of State to revoke the order so far as it affects that class of shops. The revocation, however, is not to prejudice the power to make a new closing order (s. 8).

Provisions with respect to Special Classes of Trade or Business.—It is unlawful in any locality to carry on in any place not being a shop, a retail trade or business at a time when it is unlawful in that locality to keep a shop open for retail trade or business of that class. In the case of any person so carrying on trade or business in contravention of this section, the Act applies as if he were the occupier of a shop, and the shop were being kept open in contravention of the Act. This section is, however, subject to the following provisions :—(1) as regards any other day than the weekly half-holiday it is subject to any exemptions and conditions which may be contained in the closing orders; (2) it does not prevent a barber or hairdresser from attending a customer at the customer's residence, or the holding of a sale of private effects by auction in a private dwelling-house ; (3) it does not apply to the sale of newspapers (s. 9).

Where several trades or businesses are carried on in the same shop, and any one of them is of such a nature that if it were the only trade or business carried on therein the shop would be exempted from the obligation to be closed on the weekly half-holiday, the exemption applies to the shop so far as the carrying on of that trade or business is concerned, subject to such conditions as may be prescribed (s. 10 (1)). Where several trades or businesses are carried on in the same shop and any of those trades or businesses are of such a nature that if they were the only trades or businesses carried on therein a closing order would not apply to the shop, the shop may be kept open after the closing hour for the purposes of those trades or businesses alone, subject to such terms and conditions as may be specified in the order (s. 10 (2)). The local authority may require the occupier of a shop where several trades or businesses are carried on to specify which he considers his principal one, and for the purpose of voting under the Act no other trade or business is considered to be carried on there unless the occupier satisfies the local authority that it forms a substantial part of the business carried on at the shop (s. 10 (3)).

In holiday resorts the local authority may suspend the obligation to observe the weekly half-holiday for periods not exceeding in the aggregate four months in the year. If the occupier of a shop to which such a suspension order applies satisfies the local authority that he allows all his shop assistants a holiday of not less than two weeks in every year on full pay, and affixes a notice to that effect in his shop, the requirement specified in sec. 1 (1) *supra* does not apply to the shop during the continuance of a suspension order (s. 11).

Where Post Office business is carried on in a shop in addition to any other business, the Act applies to the shop with the following modifications :—if the shop is a telegraph office, the obligation to close on the weekly half-holiday does not apply as regards the transaction of Post Office business thereat : where the Postmaster-General certifies that the exigencies of the postal service require that Post Office business should be transacted in any shop at times where under the provisions of the Act relating to the weekly half-holiday the shop would require to be closed, or under conditions not authorised by the Act, the shop is, for the purpose of the transaction of Post Office business, exempted from the provisions of the Act to such extent as the Postmaster-General may certify to be necessary. In such cases the Postmaster-General is to make the best arrangements possible with a view to the conditions of employment of the persons employed being on the whole not less favourable than those secured by the Act. The provisions contained in any closing order imposing terms or conditions on the keeping open of any such shop after the closing hour for the transaction of Post Office business is to be subject to the approval of the Postmaster-General. Subject to the above provisions, the Act does not apply to Post Office business, or to any premises in which Post Office business is transacted (s. 12).

Enforcement of Act.—The duty of enforcing the Act and the orders under it is placed on the local authority, who have power to institute proceedings in respect of the non-compliance with or contravention of the Act or orders, and to appoint inspectors. An inspector has in relation to shops all the powers of a factory inspector under sec. 119 of the Factory and Workshop Act, 1901, and that section and sec. 121 of the same Act apply accordingly. An inspector, if so authorised by the local authority, may institute and carry on proceedings under the Act on behalf of the authority (s. 13 (1)).

For the purposes of the Act "local authority" means :—as respects London, the common council; as respects a municipal borough, the council of the borough; as respects an urban district with a population according to the last published census for the time being of 20,000 or upwards, the district council, elsewhere the county council. A county council may, however, with the approval of the Secretary of State, arrange with the council of an urban district in the county with a population of less than 20,000, or with the council of a rural district, for the exercise by the district council as agents for the county council, on such terms and subject to such conditions as may be agreed on, of any of the powers of the county council under the Act, and the district council may as part of the agreement undertake to pay the whole or part of the expenses incurred in the exercise of the powers delegated. The London County Council may with the like approval make similar arrangements with the metropolitan borough councils (s. 13 (2)).

The expenses of a local authority under the Act, including the expenses which a council undertake to pay as above, unless otherwise provided, are defrayed:—in the case of the common council of the city of London, out of the general rate; in the case of a borough council, out of the borough fund or the borough rate; in the case of a district council, as part of the general expenses in the execution of the Public Health Acts; in the case of a county council, as expenses for special county purposes; in the case of a metropolitan borough council, as part of the expenses of the council (s. 13 (3)).

Offences and fines under the Act are to be prosecuted and recovered in the same manner as they are prosecuted and recovered under the Factory and Workshop Act, 1901, and secs. 143 to 146 and so much of sec. 147 of that Act as relates to evidence respecting the age of any person, so far as those provisions are applicable, apply. All fines imposed in proceedings instituted by or on behalf of local authorities are to be paid to the local authorities, and carried to the credit of the fund out of which the expenses incurred by the authority under the Act are defrayed (s. 14 (1)).

If an offence, for which the occupier of a shop is made liable under the Act, is, in fact, committed by a manager, agent, servant, or other person, that manager, agent, servant, or other person is liable to the same penalty as he would have been if he had been the occupier (s. 14 (2)).

Where the occupier of a shop is charged with an offence under the Act, he may, upon information duly laid by him, have any other person whom he charges as the actual offender brought before the Court. If, after the commission of the offence is proved, the occupier prove to the satisfaction of the Court that he has used due diligence to enforce the execution of the Act, and that the other person has committed the offence in question without his knowledge, consent, or connivance, the other person is to be summarily convicted of the offence, and the occupier is to be exempt from any fine (s. 14 (3)).

General Provisions.—Any expenses incurred by the Secretary of State under the Act, including the remuneration of any person holding a local inquiry under sec. 7, are, so far as may be sanctioned by the Treasury, to be paid out of moneys provided by Parliament (s. 15).

In addition to the local inquiries under sec. 7, the Secretary of State may cause a local inquiry to be held for the purposes of any of his powers and duties under the Act. The costs incurred in relation to any such inquiry, including the salary of any officer engaged in the inquiry, not exceeding 3 guineas a day, is to be paid by the local authority concerned, and the Secretary of State may certify the amount of the costs incurred. Any sums so certified are a debt to the Crown from the local authority (s. 16).

Power is given to the Secretary of State to make regulations:—

(*a*) for prescribing anything which under the Act is to be prescribed;

(*b*) as to the mode of ascertaining the opinion of occupiers of shops;
(*c*) as to the conduct of local inquiries and matters incidental thereto;
(*d*) as to the procedure for obtaining the revocation of a closing order;
(*e*) generally for the carrying into effect the provisions of the Act (s. 17).

An order made by a local authority under the Act may be proved by the production of a copy certified to be a true copy by a person purporting to be the clerk of the local authority by whom the order was made (s. 18 (1)).

An order made by a local authority may, unless the Act provides some other method of revocation, be revoked by an order made in the same manner and subject to the same approval, if any, as the original order (s. 18 (2)).

The following definitions are given by sec. 19:—

"Shop" includes any premises where any retail trade or business is carried on.

"Retail trade or business" includes the business of a barber or hairdresser, the sale of refreshments or intoxicating liquors, and retail sales by auction, but does not include the sale of programmes and catalogues and other similar sales at theatres and places of amusement.

"Shop assistant" means any person wholly or mainly employed in a shop in connection with the serving of customers or the receipt of orders or the dispatch of goods.

"Bank holiday" includes any public holiday or day of rejoicing or mourning.

"Week" means the period between midnight on Saturday night and midnight on the succeeding Saturday night.

The Act does not apply to a fair lawfully held, nor to a bazaar or sale of work for charitable or other purposes from which no private profit is derived (s. 12).

The Act applies to Ireland with the modifications set out in sec. 21.

The Act came into force on May 1, 1912.

For regulations see St. R. & O. 1912, No. 316 (April 1, 1912).

397. Shorthand Notes.—Where the parties agree that a shorthand note be taken, and inform the judge that by consent the note is to be used for the guidance of the Court of Appeal, the costs of the note will be allowed to the successful party on taxation (*Herbert* v. *Royal Society of Medicine*, 1911, 56 S. J. 107).

397. ——. An agreement made by the parties that a shorthand note be taken jointly, which is silent as to the question of costs, is not sufficient to make those costs costs in the action in a case where, if the parties had taken a note without any agreement, such costs would not have been allowed by the judge (*Jones* v. *Llanrwst Urban Council*, [1911] 1 Ch. 393; 80 L. J. Ch. 338).

400. Siam.—The Siam Order, 1906, is amended by the Siam Order, 1909 (St. R. & O. 1909, No. 754); see also the Foreign Jurisdiction (Admiralty) Order, 1910 (St. R. & O. 1910, No. 1183).

400. ——. See the Siam Order in Council, 1913 (St. R. & O. 1913, No. 320).

400. ——. Add to the list of Orders, conferring consular jurisdiction, the Foreign Jurisdiction (Probates) Order, 1908 (St. R. & O. 1908, p. 384).

406. Sierra Leone Protectorate.—See the Sierra Leone Protectorate Order in Council, 1913 (St. R. & O. 1913, No. 321).

419. Small Holdings.—The law as to small holdings is now contained in the Small Holdings and Allotments Act, 1908, 8 Edw. VII. c. 36. The provisions of the Act which deal with ALLOTMENTS will be found under that title.

A county council may, if they consider there is a sufficient demand in their county, provide small holdings, and must do so if they are required to do so by a scheme under the Act (s. 1).

Schemes as to the Provision of Small Holdings.—The Small Holdings and Allotments Act, 1907, which is repealed by the Act of 1908, established Small Holdings Commissioners, and the Act of 1908 continues these Commissioners. The Commissioners are two in number, and are appointed by the Board of Agriculture (s. 2).

The Commissioners, acting under the directions of the Board of Agriculture, are to ascertain the extent to which there is a demand for small holdings in each county, or the extent to which there would be a demand were suitable land available, and also the extent to which it is reasonably practicable to satisfy such demand. For this purpose they are to confer with the county councils, and may co-operate with other authorities, associations, and persons whom they think able to assist them (s. 3 (1)). Any county, borough, district or parish council may make representations to the Commissioners, and it is the duty of every council to give them any information and assistance they may reasonably require (s. 3 (2)). The Commissioners are to report the information acquired by them respecting any county to the Board of Agriculture, and to state whether they consider it advisable that a scheme should be made, and may indicate the nature of the proposals which they consider ought to be embodied in the scheme (s. 3 (3)). If, in the course of their inquiries, the Commissioners receive information as to the existence of a demand for allotments, they are to communicate it to the councils of the county, and of the borough, urban district, or parish concerned (s. 3 (4)).

If the Board of Agriculture, after considering the report of the Commissioners, and any representations made to them under sec. 3 (2) as respects any county, consider that a scheme should be made, the Board is to forward the report, with any modifications or observations, to the county council, and it is the duty of the council to prepare one or more draft schemes to give effect to the report, subject to the modifications of the Board and to any modifications the Board may make after considering any representations made to them by the county council. In preparing the draft schemes the county council must have regard to any proposals made by the Commissioners under sec. 3 (3) (s. 4 (1)). If the county council decline to undertake the duty, or if they fail to prepare schemes which appear desirable to the Board within six months or any extended time allowed by the Board, the Board may direct the Commissioners to prepare one or more draft schemes (s. 4 (2)). A county council may, on its own initiative, prepare one or more draft schemes (s. 4 (3)). A draft scheme may specify—(i.) the localities in which land is to be acquired for small holdings; (ii.) the approximate quantity of land to be acquired, and the number, nature, and size of the holdings to be provided in each locality; (iii.) to what extent, if any, grazing or other similar rights should be attached to the holdings; (iv.) the time within which the scheme, or any part thereof, is to be carried into effect (s. 4 (3)). A scheme may be prepared jointly by two or more county councils (s. 4 (4)).

The draft scheme is to be sent to the Board, and is to be advertised. Objections thereto may be lodged (s. 5 (1)). The Board may in any case, and must, if the county council object to the scheme or to any modifications made by the Board, hold a public inquiry, at which the council and such other persons as the person holding the inquiry may think fit may appear and be heard (s. 5 (2)). After considering the objections and the report of the person holding the inquiry, the Board may settle and confirm the scheme with or without modifications, or may annul it (s. 5 (3)).

The duty of carrying out a scheme is laid on the county council (s. 6 (1)). If the county council fail to do so, the Board order the Commissioners to carry it out, and in such a case the Commissioners have all the powers of the county council. The county council is debited with the expenses of the Commissioners and credited with their receipts (s. 6 (2)). Orders of the Board directing the Commissioners to carry out a scheme are to be laid before both Houses of Parliament (s. 6 (3)). If a scheme results or is likely to result in a loss, the Board, with the consent of the Treasury, may pay the whole or part of the loss out of the Small Holdings Account (s. 6 (4)).

Powers of County Councils in relation to the Provisions of Small Holdings.—A county council may, by agreement, purchase or take on lease land, inside or outside of their county, for the purpose of providing small holdings for persons who desire to buy or lease them, provided those persons will themselves cultivate the holdings (s. 7 (1)). If the council cannot acquire suitable land on reasonable terms, they may acquire it compulsorily by the means set out below. The power to acquire lands compulsorily is confined to those cases in which the land is to be leased (s. 7 (2)). The council must only acquire land at such a price or rent that, in the opinion of the council, all expenses incurred in relation to the land will be recouped out of the purchase money for the land sold by the council, or, in the case of land let, out of the rent. The council must fix the purchase money or rent so as to guard against loss (s. 7 (3)).

The council may, before selling or letting, adapt the land for small holdings by dividing and fencing it, making occupation roads, and executing other works, such as drainage or water supply, which can be more economically and efficiently executed for the land as a whole (s. 8 (1)). They may also erect such buildings or make such adaptations to existing buildings as are necessary for the due occupation of the holding, and cannot be made by the tenant or purchaser (s. 8 (2)).

The total cost of acquiring and adapting the land is to be apportioned between the holdings as seems just (s. 9 (1)). The council may sell or let one or more holdings to a number of persons working on a co-operative system approved of by the council, and may also, with the consent of the

Board, let one or more holdings to an association formed for the purpose of creating, or promoting the creation of, small holdings, provided that the division of profits among the members of the association is prohibited or restricted (s. 9 (2)). The council is to make rules, to be confirmed by the Board, for carrying the Act into force, and, in particular, for regulating the sale or letting of the holdings, the giving of notice of the sale or letting, the proper cultivation, and the terms and conditions on which the holdings are to be sold or let (s. 10).

The purchase money of a holding is to include the cost of registering the holder's title, but not his legal or other expenses (s. 11 (1)). Completion must be made within the time specified by rules. On completion the purchaser must pay at least one-fifth of the purchase money (s. 11 (3)). A portion of the purchase money, not exceeding one-fourth, may be secured by a perpetual rent-charge redeemable as directed by sec. 45 of the Conveyancing and Real Property Act, 1881, 44 & 45 Vict. c. 39 (s. 11 (4)). Provision is made by sec. 11 (5) for securing the residue (if any) of the purchase money, and by sec. 11 (6) for the postponement, in certain cases, of payments. Holdings may be sold subject to rights of way or other rights beneficial to other holdings.

For twenty years from the date of sale of a holding, and for as long thereafter as any purchase money remains unpaid, the holding is held subject to the following conditions:—(i.) All payments in respect of purchase money must be duly made; (ii.) the holding must not be divided, subdivided, assigned, let, or sublet, without the consent of the council; (iii.) the holding must be cultivated by the owner or occupier, and must only be used for agriculture; (iv.) only one dwelling-house may be erected on the holding; (v.) such dwelling-house must comply with the requirements of the council to ensure health and prevent overcrowding; (vi.) no dwelling-house or building may be used for the sale of intoxicating liquors; (vii.) if the council do not consider a dwelling-house should be erected, no dwelling-house may be erected without the consent of the council. If, however, the council consider that it will benefit the holding or adjacent holdings, they may relax the condition that only one dwelling-house be erected on a holding, but the council cannot authorise the erection of more than one dwelling-house for occupation with any one holding (s. 12 (1)). If any of the above conditions is broken, the council may, after giving the owner an opportunity of remedying the breach, if it is capable of remedy, cause the holding to be sold (s. 12 (2)). If, in consequence of the death of the holder, while the holding is subject to the conditions, the holding would become subdivided by reason of any devise, bequest, intestacy, or otherwise, the council may require the holding to be sold to some one person within twelve months, and if it is not so sold, may cause it to be sold (s. 12 (3)). In cases where, under sec. 12 (2) and (3), the council can cause or require a holding to be sold, they have a right of pre-emption at a price to be fixed, in default of agreement, by arbitration. This provision does not apply in the case of holdings let by the council (s. 12 (4)). Subsections (5) and (6) of sec. 12 deal with the conditions of and the disposal of the proceeds of such sales. By subsec. (7) the council may, under special circumstances, sell free from all or any of the above conditions. A small holding which is let is held subject to the above conditions, except those relating to purchase money, and except those expressly excepted (see s. 12 (4) *supra*). If any of the conditions or terms of letting is broken, the council may, after giving the tenant an opportunity of remedying the breach, terminate the tenancy (s. 12 (8)).

A small holder, to whom a holding has been transferred, is to be registered under the Land Transfer Acts, 1875 and 1897, as a proprietor with an absolute title, subject only to incumbrances under the Act. The remedy of any person claiming by title paramount to the council in respect either of title or incumbrances is in damages only, which damages are recoverable against the council (s. 13).

After the restrictive conditions mentioned in sec. 12 have ceased to attach to the holding, the holder may use it for purposes other than agriculture, provided he offer it first to the county council and then to the person entitled to the land from which the holding was originally severed (s. 15). If the county council cannot or do not consider it advisable to let or sell the land as small holdings, they may sell or let it for other purposes. In this case secs. 128 to 132 of the Lands Clauses Act, 1845, 8 & 9 Vict. c. 18, as to superfluous lands apply, but not any other sections of the Act (s. 16).

The council must not exercise the powers of the Act so as to create a larger annual charge on the county fund than can be met by a rate of a penny in the £ (s. 17). A county council may delegate their powers under the Act to borough or urban district councils (s. 17).

Under certain circumstances and restrictions, the county council may advance four-fifths of the purchase money agreed to be paid by a small holder for the purchase of his holding from his landlord (s. 19).

Powers of Board of Agriculture.—The Board may exercise the powers given to county councils with the object of demonstrating the feasibility of establishing small holdings (s. 20), and may also, with the approval of the Treasury, repay expenses incurred by councils under the Act. Such payments are not to be included in the costs of the council under secs. 7 and 9, but the section does not authorise the repayment of any purchase money, compensation, or rent payable in respect of any land (s. 21).

Where the Commissioners or the Board exercise the powers of the county council, they may appoint advisory and management committees (s. 22).

Acquisition of Land.—Where land is purchased by agreement, the provisions of the Lands Clauses Acts, except such provisions as apply to the acquisition of land otherwise than by agreement, are incorporated in the Act (s. 38).

When a council desire to purchase or lease land compulsorily, they must submit an order to the Board, putting in force the provisions of the Lands Clauses Acts and secs. 77 to 85 of the Railways Clauses Act, 1845, 8 & 9 Vict. c. 20, with the necessary adaptations, subject to the modification that questions of disputed compensation are to be decided by a single arbitrator appointed by the Board. The order is published by the council, and if there are no objections the Board confirms the order. If objections are lodged, the Board cause a public inquiry to be held, at which the council and all persons interested in the land, and anyone else whom the person holding the inquiry thinks fit, may be heard. After considering the report of the inquiry and all objections, the Board may confirm the order. The order may continue existing and create new easements over the land to be acquired, and may, if the owner of the land so requires, provide for the creation of such new easements as are reasonably necessary to secure the continued use and enjoyment by the owner and his tenants of all means of access, drainage, water supply, and other similar conveniences previously used and enjoyed over the land. No new easement over land hired lasts after the determination of the hiring.

In assessing compensation, the arbitrator is to act as far as possible on his own knowledge and experience, and the person holding any inquiry or arbitration is to hear, either by themselves or their agents, any authorities or parties authorised to appear by the Act, and is to hear witnesses, but unless the Board otherwise direct he may not hear counsel or expert witnesses. The arbitrator may determine the amount of costs, and may disallow unnecessary costs. No additional allowance is to be made because the acquisition is compulsory. The arbitrator need not take into account the risk of subsidence in cases where the minerals are reserved by the owner, as that matter is dealt with by secs. 77 and 78 of the Railways Clauses Consolidation Act, 1845, which are incorporated in the Act (*Carlisle* v. *Northumberland County Council*, 1911, 105 L. T. 797). For the scale of costs allowed in arbitrations, see St. R. & O. 1910, No. 287.

Parish councils act with the Board through their county councils, but if the county council refuse to act, provision is made for the parish council to deal direct with the Board.

Compulsory Hiring.—Land may be compulsorily hired for any period not less than fourteen and not more than thirty-five years. The Board is to make regulations for the purpose of carrying the order into effect and of protecting the council and the persons interested in the land. The order is to incorporate such regulations and such provisions of the Lands Clauses Acts and of secs. 77 to 85 of the Railways Clauses Act, 1845, as, subject to the above-mentioned restrictions, the Board think necessary or expedient. The order authorising the land to be hired determines the terms and conditions of the hiring, other than the rent, and, in particular, (*a*) must provide for the insertion in the lease of covenants by the council to cultivate the land in a proper manner, and to pay to the landlord at the end of the tenancy compensation for any depreciation of the land by reason of the failure of the council or any person deriving title under them to observe such covenants, or by reason of any user of the land, and, unless otherwise agreed, to keep the buildings and premises in repair; (*b*) must not authorise the breaking up of pasture unless the Board is satisfied that the breaking up will not depreciate the value of the land, or that small holdings cannot otherwise be successfully cultivated; (*c*) must not, without the landlord's consent, give the council the right to fell or cut timber or trees, or to take, sell, or carry away any minerals, gravel, sand, or clay except so far as is necessary or convenient for the purpose of erecting buildings or otherwise adapting the land for the purpose of small holdings or allotments, and except on payment of compensation.

The determination of the rent to be paid by the council, the amount of any other compensation to be paid by the council in respect of the land or any interest therein, or in respect of improvements executed on the land or otherwise, and, where part only of a holding for an unexpired term is hired, the rent to be paid for the residue of the holding during the remainder of the term, is, in default of agreement, to be by a single valuer appointed by the Board. Where, however, the land is in occupation of a tenant, he may require that any claim by him against the council which, under the Agricultural Holdings Act, 1908, 8 Edw.

VII. c. 28, might be referred to arbitration under that Act, shall be so referred.

In fixing the rent the valuer is to take into consideration the rent (if any) at which the land has been let and the annual value at which it is assessed for income tax and rating, the loss (if any) caused to the owner by severance, the terms and conditions of the hiring (including any reservation of sporting or fishing rights), and all other circumstances connected with the land, but must not make any allowance for any use to which the land might otherwise be put by the owner during the hiring, and specified under sec. 46 (*post*).

Compensation awarded to a tenant for depreciation of the residue of his holding by reason of the withdrawal from the holding of land compulsorily hired is, as far as possible, to be provided for by taking such compensation into account in fixing the rent to be paid for the residue of the holding.

On the determination of a compulsory hiring, any question as to depreciation is, in default of agreement, to be decided by arbitration.

The regulations of the Board of Agriculture and Fisheries as to compulsory hiring are contained in the Small Holdings and Allotments (Compulsory Hiring) Regulations, 1908.

If the land compulsorily hired is subject to a mortgage, any lease made in pursuance of the order by the mortgagor or mortgagee in possession has the same effect as a lease authorised by sec. 18 of the Conveyancing and Law of Property Act, 1881, 44 & 45 Vict. c. 41.

If, after the amount of compensation or rent to be paid is determined, the council consider they cannot let the land so as to protect themselves from loss, they may withdraw the notice to treat within six weeks. The person so served with notice of withdrawal is entitled to compensation for any loss or expenses, the amount of which is to be determined by arbitration.

The above provisions as to compulsory acquisition are contained in sec. 39 and Schedule I.

Section 40 deals with the powers of limited owners and with Crown lands, the Duchies of Lancaster and Cornwall, and with glebe lands.

The following lands may not be taken :—any park, garden, or pleasure ground ; land forming part of the home farm attached to and usually occupied with a mansion-house, or otherwise required for the amenity or convenience of any dwelling-house ; woodland not wholly surrounded by, or adjacent to, land acquired by a council under the Act ; land which is the property of any local authority or has been acquired by a corporation or company for the purposes of a railway, dock, canal, water, or other public undertaking ; land which is the site of an ancient monument or object of archæological interest (s. 41 (1)). In deciding what land should be compulsorily acquired, both the council and the board must avoid as far as possible taking an undue or inconvenient quantity of land from any one owner or occupier, and where only part is taken must consider the size and nature of any buildings not taken, and the quantity and nature of the land available for occupation with those buildings. As far as possible they are to avoid displacing labourers employed on or about the land (s. 41 (2)). No holding of less than fifty acres nor any part of such a holding may be taken (s. 41 (3)). The council may take grazing land to be used in connection with small holdings (s. 42). They may also pay compensation, or the cost of moving to another locality, to labourers thrown out of work (s. 43).

Provisions Affecting Land Acquired.—The council may by notice renew the tenancy of compulsorily hired land for any term between fourteen and thirty-five years. The rent for the new term is settled, in default of agreement, by a valuer appointed by the Board, who must not take into account increases in value due to improvements by the council for which the council would be entitled to compensation under sec. 47 if they had given up the tenancy, or to anyone under sec. 46 (*post*), or to the establishment of other small holdings in the locality by the council, or to any depreciation in the value of the land in respect of which the landlord would have been entitled if the council had not renewed (s. 44).

Land acquired for small holdings or allotments may be used for either purpose (s. 45). If the landlord of land compulsorily acquired needs it for building, mining, or industrial purposes, or for roads necessary therefor, he may resume possession. If part only is required, the amount of rent to be paid for the remainder is to be settled, in default of agreement, by a valuer appointed by the Board. If the land has been acquired by the Commissioners, any question as to the landlord's right to resume possession is to be determined by a valuer appointed by the Lord Chief-Justice of England (s. 46).

The tenant of a small holding or allotment has the same right against the council for any of the improvements set out below as he would have had if sec. 42 of the Agricultural Holdings Act, 1908, 8 Edw. vii. c. 42 (see Tenant Right, Vol. XIV. p. 39), had applied to his holdings. The improvements for which compensation is payable are:—(1) The planting of fruit trees permanently set out; (2) the planting of fruit bushes permanently set out; (3) the planting of strawberry plants; (4) planting of asparagus, rhubarb, and other vegetable crops which continue productive for two or more years. No compensation is payable if the council have prohibited the improvement. A tenant may, however, appeal against a prohibition (s. 47 (1) and Sched. II.).

On the termination of the council's tenancy of land hired for small holdings or allotments, subject to any agreement to the contrary, the council are entitled to compensation under the Agricultural Holdings Act, 1908, 8 Edw. vii. c. 28, for any of the improvements mentioned above and for any of the improvements mentioned below which were necessary or proper to adapt the land for small holdings or allotments, as if the land were a holding to which sec. 42 of that Act applied and the improvements were mentioned in Part III. of Schedule I. of that Act. In the case of land hired compulsorily the compensation is the increase in the value of the holding to the landlord. The improvements are:—(1) Erection, alteration, or enlargement of buildings; (2) formation of silos; (3) laying down of permanent pasture; (4) making and planting of osier beds; (5) making of water meadows or works of irrigation; (6) making of gardens; (7) making or improving of roads or bridges; (8) making or improving of watercourses, ponds, wells, or reservoirs, or of works for the application of water power, or for supply of water for agricultural or domestic purposes; (9) making or removal of permanent fences; (10) planting of hops; (11) planting of orchards or fruit bushes; (12) protecting young fruit trees; (13) reclaiming of waste land; (14) warping and weiring of land; (15) embankments and sluices against floods; (16) the erection of wirework in hop gardens; (17) drainage (s. 47 (2) and Sched. II.).

A tenant of an allotment may claim compensation under the Allotments and Cottage Gardens Compensation for Crops Act, 1887, 50 & 51 Vict. c. 26, instead of under the Agricultural Holdings Act, 1908, even if the allotment is over two acres (s. 47 (3)). A tenant of a small holding or allotment may before the end of his tenancy remove any fruit or other trees or bushes planted or acquired by him for which he is not entitled to compensation; and may also remove, no time being specified in the Act, any toolhouse, shed, greenhouse, fowlhouse, or pigsty built or acquired by him for which he has no claim for compensation (s. 47 (4)). Section 50 provides for the appointment of small holdings and allotments committees, and secs. 51 to 54 deal with financial provisions and borrowing powers.

The following definitions are included in sec. 61 :—" Small holding " means an agricultural holding which exceeds one acre, and either does not exceed fifty acres, or, if exceeding fifty acres, is at the date of sale or letting of an annual value for the purposes of income tax not exceeding £50.

" Allotment " includes a field garden.

" Agriculture " and " cultivation " include horticulture and the use of land for any purpose of husbandry, inclusive of the keeping or breeding of live stock, poultry, or bees, and the growth of fruit, vegetables, and the like.

" County " means the area under the authority of a county council.

" County council " in relation to small holdings includes the council of a county borough.

Compensation to Existing Tenants.—If a council, or a landlord at the request of a council, terminate a tenancy by notice to quit in order to use the land for small holdings, the tenant is entitled to compensation from the council, who are reimbursed by the Board of Agriculture and Fisheries, for the loss or expense directly attributable to the quitting due to the sale or removal of his household goods, implements, produce or stock, provided he give the council a reasonable opportunity of valuing such goods, etc., and make his claim within three months from the date of quitting (Small Holdings Act, 1910, 10 Edw. VII. & 1 Geo. V. c. 34).

424. Solemnisation of Marriage.—The Naval Marriages Act, 1908, 8 Edw. VII. c. 26, provides for the publication of banns and the issue of certificates on board His Majesty's ships.

If one of the parties to a marriage intended to be solemnised in England after the publication of banns is an officer, seaman, or marine, borne on the books of one of His Majesty's ships at sea, the banns may be published at morning service on three successive Sundays on board that ship by the chaplain, or if there is no chaplain, by the captain or officer commanding the ship. Unless the banns have been forbidden, the person publishing them shall give a certificate of publication (s. 1).

If the marriage is to be otherwise than after the publication of banns, or by licence or by special licence, the party intending marriage may give to the captain or officer commanding the ship notice of his intention and all information necessary to fill up a certificate, and must make the declaration required by sec. 2 of the Marriage and Registration Act, 1856, 19 & 20 Vict. c. 119. The officer may then attest the declaration and issue the certificate (s. 2).

The certificate is in the form prescribed by the Admiralty, and has the same force and effect as an ordinary certificate of publication of banns or a certificate under the Marriage and Registration Act, 1856, and the same rules, regulations, and penalties, subject to any adaptations made by Order in Council, apply (s. 3). (See Order in Council of December 21, 1908 (St. R. & O. 1900, p. 475).)

Sections 4 and 5 apply the Act to Scotland and Ireland respectively. The Act came into force on January 1, 1909.

424. ——. In a suit for nullity on the ground that a marriage, after banns, is null and void on the ground that the parties were not resident in the parish at the time the banns were published, evidence on the point cannot be given owing to the provisions of sec. 26 of the Marriage Act, 1823, 4 Geo. IV. c. 76 (*Bodman* v. *Bodman*, 1913, 108 L. T. 383).

430. ——. Where the secretary of a synagogue is also the properly constituted registering officer, he ought to sign the certificate of a Jewish marriage as both secretary and registrar (*Prager* v. *Prager*, 1913, 108 L. T. 734).

439. Solicitor.—A woman is not eligible for examination for, or admission to, the profession of a solicitor (*Bebb* v. *Law Society*, 1913, 58 S. J. 153; 30 T. L. R. 179).

441. ——. The provisions of the Colonial Solicitors Act, 1900, 63 & 64 Vict. c. 14, have been applied to the following colonies:—Transvaal (February 16, 1906) (St. R. & O. 1906, p. 595); Cape of Good Hope (March 26, 1907) (St. R. & O. 1907, p. 1007).

443. ——. A client deposited a sum of money with his solicitor for certain purposes for which, as it turned out, the money was not needed. Subsequently the client instructed his solicitor to do certain work for him and pay certain disbursements, and told him to use the sum deposited for the purpose of paying the solicitor's costs and the disbursements. It subsequently appeared that during the time that these instructions were fulfilled the solicitor had not got a certificate. Certain other work was done by the solicitor for the client, and the solicitor sued the client for his costs in connection with this last matter. The client was held entitled to set off the sum deposited against these costs, on the ground that the solicitor was not entitled to charge for work done during the period that he had no certificate (*Browne* v. *Barber*, [1913] 2 K. B. 553; 82 L. J. K. B. 1006).

445. ——. A solicitor who enters an appearance for a corporation which is in fact non-existent renders himself personally liable for the plaintiff's costs (*Simmons* v. *Liberal Opinion; In re Dunn*, [1911] 1 K. B. 966; 80 L. J. K. B. 617).

445. ——. A solicitor who receives instructions to defend an action from a sane client, who becomes insane before an appearance is entered, renders himself liable to pay the plaintiff's costs (*Yonge* v. *Toynbee*, [1910] 1 K. B. 215; 79 L. J. K. B. 208).

452. ——. If a client gives his solicitor to understand that he is authorised to settle an action, and the solicitor does settle it, the client is bound whether he intended to so authorise the solicitor or not, and whether he understood the terms or not (*Little* v. *Spreadbury*, [1910] 2 K. B. 658; 79 L. J. K. B. 1119).

452. ——. In the Irish case of *Sandford* v. *Porter*, [1912] 2 Ir. R. 551, it was held that when judgment has been given in an action for a money demand, the solicitor has an implied authority to issue execution, and that the client is bound by his acts, even if tortious.

456. ——. There is no definite rule that a solicitor who has acted for one party may not subsequently act for another party with a different interest. Each case must be decided on its merits, and an injunction will only be granted where prejudice is likely to result (*Rakusen* v. *Ellis*, [1912] 1 Ch. 831; 81 L. J. Ch. 409). In this case one partner who alone had attended to the business of the first client undertook not to communicate information obtained from the first client to his partner, who was attending to the business of the second client.

462. ——. The summary jurisdiction of the Court does not extend to unqualified persons in respect of moneys not obtained by them by holding themselves out as solicitors (*In re Hurst and Middleton; Middleton* v. *Hurst and Middleton*, [1912] 2 Ch. 520).

463. ——. Under its summary jurisdiction the Court can enforce an undertaking given by a solicitor not in any legal proceedings and although no imputation is made on the solicitor's conduct (*United Mining and Finance Corporation* v. *Becher*, [1910] 2 K. B. 296; 79 L. J. K. B. 1006). This case was compromised on appeal ([1911] 1 K. B. 840; 80 L. J. K. B. 686).

463. ——. Where a person who is not a solicitor acquires possession of a sum of money which has been ordered to be paid into Court by intervening in a solicitor's business, but without actually representing himself to be a solicitor, the Court cannot order him to pay the money into Court under its summary jurisdiction (*In re Hurst and Middleton; Middleton* v. *Hurst and Middleton*, [1912] 2 Ch. 520; 81 L. J. Ch. 114).

465. ——. As to what amounts to misconduct within sec. 13 of the Solicitors Act, 1888, see *In re G.* (a solicitor); *Ex parte Law Society*, [1912] 1 K. B. 302; 81 L. J. K. B. 245.

471. ——. If a solicitor and a client enter into an agreement as to the amount of costs to be paid, without the delivery of a bill of costs, and the client afterwards shows to the Court a *prima facie* case that the agreement is unreasonable, the Court will order the solicitor to deliver a bill of costs, and will order an examination of the agreement under the Attorneys and Solicitors Act, 1870, sec. 4, and the Solicitors' Remuneration Act, 1881, sec. 8. The fact that the client has given a bill of exchange for the agreed amount to the solicitor does not affect the question (*Ray* v. *Newton*, [1913] 1 K. B. 249; 82 L. J. K. B. 125).

472. ——. If a solicitor agrees verbally not to charge his client any costs, he cannot recover any costs from the other side, and this is so both under sec. 5 of the Solicitors Act, 1870, and independently of that Act (*Gundry* v. *Sainsbury*, [1910] 1 K. B. 645; 79 L. J. K. B. 713).

475. ——. As to Rule (2) (*a*) and Part I. of Schedule I. to the General Order under the Solicitors' Remuneration Act, 1881, see *In re Baker*, [1912] 2 Ch. 405; 81 L. J. Ch. 805.

475. ——. In a sale of land in plots, the vendor's solicitor is entitled to reckon the sale of each plot separately for the purpose of his charges under the Solicitors' Remuneration Act, 1881 (*In re Peel's Settled Estates*, [1910] 1 Ch. 389; 79 L. J. Ch. 233).

475. ——. If property is put up for sale by auction and is not sold, the solicitor to the vendor is entitled to charge for his work by items and not according to scale. Rule 2 of Part I. Schedule I. of the General Order under the Act of 1881, applies only where an attempted sale or sales are followed by the actual sale of the property (*In re Stead ; Smith* v. *Stead*, [1913] 1 Ch. 240 ; 82 L. J. Ch. 143).

481. ——. Where a firm of solicitors is acting for a client in an action which is successful, and the party and party costs are taxed and paid by the unsuccessful party, the solicitors may rightly include in the bill delivered to the client the items already included in the bill of party and party costs. If the client asks for taxation of the bill, the Court will not order taxation of the bill only so far as it relates to solicitor and client items, and those items which were not taxed and paid by the unsuccessful party (*In re Osborn and Osborn*, [1913] 3 K. B. 862 ; 83 L. J. K. B. 70).

482. ——. In taxing a bill of costs between a solicitor and a local authority in an action in which the solicitor has acted for the local authority, the taxing master should allow disbursements which have been specially ordered by the local authority. The question whether they are reasonably necessary, and are proper as between the authority and the ratepayers, is not one for the taxing master, but for the auditor under secs. 247, 249 of the Public Health Act, 1875 (*In re Porter*, [1912] 2 Ch. 98 ; 81 L. J. Ch. 544).

482. ——. A country solicitor is a "party chargeable" within sec. 37 of the Solicitors Act, 1843, and entitled to an order for the taxation of his London agent's bill as of right (*In re Wilde*, [1910] 1 Ch. 100 ; 79 L. J. Ch. 119).

482. ——. The common form of order for taxation under sec. 37 has been altered. If the client applies for taxation within one month of delivery and does not ask for delivery up of papers, the order should not contain a submission to pay. In any case a submission, if inserted, should be to pay what is payable, having regard to such defences as the Statute of Limitations. If the client asks for the delivery of papers, the Taxing Master should be directed to tax statute-barred items, so as to ascertain the amount to which the solicitor has a lien on the papers (*In re Brockman*, [1909] 2 Ch. 170 ; 78 L. J. Ch. 460).

484. ——. An order dismissing a summons to review taxation of a solicitor's bill under the Solicitors Act, 1843, is not final but interlocutory (*In re Jerome*, [1907] 2 Ch. 145 ; 76 L. J. Ch. 432).

486. ——. See the case of *In re Hirst and Capes* in the House of Lords, [1908] A. C. 416 ; 77 L. J. K. B. 938.

490. ——. *In re Evans*, 1870, L. R. 11 Eq. 151, was followed in *In re Foss*, [1912] 2 Ch. 161 ; 81 L. J. Ch. 558. In a voluntary or compulsory winding-up an order for the taxation of a solicitor's bill of costs should not be made under the Solicitors Act, 1843, but under the general jurisdiction of the Court. No submission to pay is required, and as a general rule the solicitor may add the costs of taxation to his claim (*ibid.*).

491. ——. See the case of *In re Hirst and Capes* in the House of Lords, [1908] A. C. 416 ; 77 L. J. K. B. 938.

492. ——. The discretion of the Court under sec. 57 of the Act of 1843 to depart from the ordinary rule as to the payment of the costs of a taxation may be exercised in favour of either the solicitor or the client (*In re Richards*, [1912] 1 Ch. 49; 81 L. J. Ch. 165). In this case by an obvious error, which could easily be seen by comparing the cash account with the bill of costs, credit was not given for certain fees to counsel which had been returned. Had it not been for these amounts less than one-sixth would have been taxed off the bill. Under the circumstances the Court ordered the client to pay the costs of the taxation, but ordered the solicitor to pay the costs of the application.

494. ——. Costs payable under an order of the Chancery Division may be recovered by action in the King's Bench Division (*Seldon* v. *Wilde*, [1911] 1 K. B. 701; 80 L. J. K. B. 282).

495. ——. A solicitor who is retained by the proposed trustee for the debenture holders, and in that capacity investigates the title of the trust property and approves of the deed on behalf of the trustee, another solicitor acting for the company, is entitled to a lien on the trust deed as against both the trustee and the debenture holders (*In re Dee Estates Ltd.; Wright* v. *Dee Estates Ltd.*, [1911] 2 Ch. 85; 80 L. J. Ch. 461).

497. ——. After *In re Capital Fire Insurance Association*, add a reference to *In re Rapid Road Transit Co.*, [1909] 1 Ch. 96; 78 L. J. Ch. 132.

498. ——. In *In re Meter Cabs Ltd.*, [1911] 2 Ch. 557; 81 L. J. Ch. 82, a company went into liquidation while a claim under an arbitration was pending. The company's solicitor settled the claim with the sanction of the liquidators. He was held to be entitled to a lien on the money paid under the settlement for his costs. The lien was further held to extend to the costs of establishing his retainer, which was disputed by one of the liquidators.

498. ——. After *In re Capital Fire Insurance Association*, add a reference to *In re Rapid Road Transit Co.*, [1909] 1 Ch. 96; 78 L. J. Ch. 132.

499. ——. The word "proceeding" in sec. 28 of the Solicitors Act, 1860, is not confined to an independent proceeding, but includes a proceeding in an action, *e.g.* a sale ordered by the Court in an administration action (*In re Cockrell's Estate*, [1911] 2 Ch. 318; 80 L. J. Ch. 606; affirmed [1912] 1 Ch. 23; 81 L. J. Ch. 152). In this case the Court refused to exercise its discretion in favour of the applicant.

503. Somaliland Protectorate.—As to appeals to the Privy Council, see the Somaliland Protectorate Order, 1909 (St. R. & O. 1909, No. 201).

503. ——. The Somaliland Order in Council, 1899, is amended by the deletion in Article 12 of the word "copyright." See further COPYRIGHT herein.

503. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909.

507. South Australia.—The right of appeal to the Privy Council has not been taken away by the Commonwealth Judiciary Act, 1903, see Australia herein. Appeals are now regulated by Order in Council of February 15, 1909 (St. R. & O. 1909, No. 202).

509. Southern Nigeria.—The Nigeria Coinage Order, 1906, is amended by the Nigeria Coinage Order, 1910 (St. R. & O. 1910, No. 878).

510. Southern Nigeria Protectorate.—The Southern Nigeria Protectorate Order, 1906, is amended by the Southern Nigeria Protectorate Order, 1910 (St. R. & O. 1910, No. 583). The above Orders are revoked and replaced by the Southern Nigeria Protectorate Orders, 1911 (St. R. & O. 1911, No. 145), 1912 (St. R. & O. 1912, No. 362).

511. ——. Appeals to the Privy Council are regulated by Order in Council of February 15, 1909 (St. R. & O. 1909, No. 203).

511. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909 (St. R. & O. 1909, No. 1230).

511. ——. By the Southern Nigeria Protectorate (Imperial Statutes Extension) Order, 1911 (St. R. & O. 1911, No. 235); the Admiralty Offences (Colonial) Act, 1849; the Evidence Act, 1851, ss. 7 and 11; the Foreign Tribunals Evidence Act, 1856; the Evidence by Commission Act, 1859; the British Law Ascertainment Act, 1859; the Foreign Law Ascertainment Act, 1861; and the Evidence by Commission Act, 1885, are applied to the Protectorate, and by the Southern Nigeria Protectorate (Colonial Prisoners Removal) Order, 1911, No. 2 (St. R. & O. 1911, No. 791) the Colonial Prisoners Removal Act, 1884, is applied.

511. ——. The Supreme Court of Southern Nigeria is given Admiralty jurisdiction by the Southern Nigeria Protectorate Admiralty Jurisdiction Order, 1910 (St. R. & O. 1910, No. 1283).

530. Special Indorsement.—A writ may be specially indorsed where the claim is for work done or goods sold where there is no price fixed, provided the claim could have been made under the old *quantum meruit* and *quantum valebat* counts referred to in Bullen and Leake, 2nd ed. p. 28 (*Lagos* v. *Grunwaldt*, [1910] 1 K. B. 41; 79 L. J. K. B. 85).

544. Specific Performance.—The Court will restrain a vendor who has sold standing timber from preventing the purchaser carrying out the contract (*Jones* v. *Tankerville*, [1909] 2 Ch. 440; 78 L. J. Ch. 674).

549. ——. *North* v. *Percival*, [1898] 2 Ch. 128, was questioned in *Von Hatzfeldt* v. *Alexander*, [1912] 1 Ch. 284; 81 L. J. Ch. 184, a case in which it was held that the documents did not constitute a contract which was enforceable by specific performance.

556. ——. A contract to take debentures may be enforced by specific performance (Companies (Consolidation) Act, 1908, 8 Edw. vii. c. 69, c. 105).

560. ——. The non-disclosure of a natural watercourse which ran in pipes under the property was held not to entitle the purchaser to recission, but to be a latent defect, entitling the purchaser to a reduction of the purchase money in *Shepherd* v. *Croft*, [1911] 1 Ch. 521; 80 L. J. Ch. 170.

572. ——. A vendor who had refused to extend the time for completion was held not to have debarred himself from asking for specific performance of the contract in *Laughton* v. *Port Erin Commissioners,* [1910] A. C. 565 ; 80 L. J. P. C. 73.

578. ——. *Corbett* v. *South-Eastern and Chatham Rly.,* [1905] 2 Ch. 280, was reversed by the Court of Appeal, see [1906] 2 Ch. 12 ; 75 L. J. Ch. 489.

579. ——. After *Savill Brothers, Ltd.,* v. *Bethell* [1902] 2 Ch. 523, add a reference to *South-Eastern Railway* v. *Associated Portland Cement Manufacturers,* [1910] 1 Ch. 12 ; 79 L. J. Ch. 150.

581. ——. Minutes of judgment in default of defence, where the title has been accepted and a conveyance approved, should provide for the delivery of the conveyance (*Cooper* v. *Morgan,* [1909] 1 Ch. 261 ; 78 L. J. Ch. 195).

582. ——. *Howe* v. *Smith,* 1884, 27 Ch. D. 89, was followed in *Hall* v. *Burnell,* [1911] 2 Ch. 551 ; 81 L. J. Ch. 46, where a vendor who had obtained recission owing to the default of the purchaser was held to be entitled to retain the deposit paid by the purchaser in the absence of any express stipulation as to forfeiture of the deposit.

583. ——. *In re Baker and Selman's Contract,* [1907] 1 Ch. 588 ; 76 L. J. Ch. 235, was applied in *In re Atkinson and Horsell's Contract,* [1912] 2 Ch. 1 ; 81 L. J. Ch. 588).

591. Stamps.—Section 20 of the Finance Act, 1911, 1 & 2 Geo. v. c. 48, gives to his Majesty power to provide by Order in Council that any powers and duties of the Commissioners of Inland Revenue, whether statutory or otherwise, with reference to any stamps used to denote duties of postage, being either adhesive stamps or stamps which are usually sold or distributed at a post office, or with reference to any postal orders, licences, or forms usually so sold or distributed shall be exercised and performed by the Postmaster-General, either to the exclusion of the Commissioners or concurrently with them.

595. ——. See *Oettinger* v. *Cohn,* [1908] 1 K. B. 582; 77 L. J. K. B. 299, as to the stamping of promissory notes.

596. ——. The duties under "Conveyance or Transfer of Sale of any Property" in Schedule I. to the Stamp Act, 1891, are doubled, but not so as to include stocks or marketable securities as defined by sec. 122 of that Act (see *infra*), or any conveyance or transfer where the consideration is less than £500 and the instrument states that the transaction is not part of one of which the consideration exceeds £500 (Finance (1909–10) Act, 1910, 10 Edw. VII. c. 8, s. 73).

By sec. 74 (1) voluntary conveyances or transfers *inter vivos* are chargeable with the same duty as conveyances or transfers on sale, the duty being assessed on the value instead of on the consideration. Voluntary conveyances to bodies of persons incorporated by special Acts are exempted if the bodies are precluded from dividing profits, and the property is for the purpose of an open space or for the purpose of preservation for the benefit of the nation. Voluntary conveyances must be adjudicated by the Commissioners under sec. 12 of the Act of 1891 (s. 74 (2)). Such conveyances are subject to sec. 15 (2) of the Act of 1891 as regards stamping after execution (s. 74 (3)). If an instrument is chargeable both under this section and under the heading "Settlement" in Schedule I. to the Act of 1891, it is to be charged under this section only (s. 74 (4)).

All conveyances and transfers, not being dispositions made in favour of a purchaser or incumbrancer, or other person in good faith and for valuable consideration, are, for the purposes of stamp duty, deemed to be voluntary conveyances or transfers, and (except where marriage is the consideration) the consideration is not deemed to be valuable if the Commissioners are of opinion that by reason of the inadequacy of the consideration or other circumstances the conveyance or transfer confers a substantial benefit on the transferee (s. 74 (5)).

The following conveyances or transfers are exempted from the duty:—Conveyances for nominal consideration for the purpose of securing an advance or loan, or made to effectuate the appointment of or retirement of a trustee, or under which no beneficial interest in the property passes, or made to a beneficiary by a person in a fiduciary capacity, or a disentailing assurance not limiting any new estate other than an estate in fee simple in the person disentailing the property.

596. ——. A French deed of "apport" executed in France, whereby one English company transferred property in France to another English company in consideration for shares to be issued and delivered in England, is a conveyance on sale within the Stamp Act, 1891, 54 & 55 Vict. c. 39, in that it relates to a matter or thing to be done in the United Kingdom (see s. 14 (4) of the Act of 1891) *Inland Revenue Commissioners* v. *Maple*, [1907] A. C. 22; 77 L. J. K. B. 55).

597. ——. A private Act of Parliament by which a company is dissolved and reincorporated operates as a conveyance on sale (*Att.-Gen.* v. *Felixstowe Gas Light Co.*, [1907] 2 K. B. 984; 76 L. J. K. B. 1107).

598. ——. The duties chargeable under the heading "Lease or Tack" in Schedule I. to the Act of 1891 are doubled, except the fixed duty of 1d. (Finance (1909–10) Act, 1910, s. 75). But where the consideration of any lease or tack or part of that consideration consists of any money, stock or security (other than rent), the amount or value of which does not exceed £500, and the instrument contains a statement certifying that the transaction is not part of a larger transaction or of a series of transactions in respect of which the aggregate amount or value of the consideration other than rent exceeds £500, the above section is limited to so much of the consideration as is rent, and stamp duty is payable on the rest of the consideration at the old rate (Revenue Act, 1911, 1 Geo. v. c. 2, s. 15). The exemption, however, does not apply where the rent reserved exceeds £20 a year.

598. ——. A lease for ninety-nine years, if A, B and C should so long live, is a lease for more than thirty-five years and not for an indefinite period within Schedule I. of the Stamp Act, 1891 (*Mount Edgcumbe* v. *Inland Revenue Commissioners*, [1911] 2 K. B. 24; 80 L. J. K. B. 503).

599. ——. Where a company mortgaged ships to trustees for debenture holders and issued debentures the debentures were held not to be instruments "for the sale, transfer or other disposition" of an interest in a ship within the General Exemptions in Schedule I. of the Stamp Act, 1891, on the ground that the interest in the ships had already been disposed of by the mortgage (*Deddington Steamship Co.* v. *Inland Revenue Commissioners,* [1911] 2 K. B. 1001; 81 L. J. K. B. 75).

600. ——. The duties chargeable on marketable securities (other than colonial government or colonial municipal securities) under paragraphs (1) (*c*), (3) and (4) of the heading "Marketable Security" in Schedule I. to the Act of 1891, and the duty chargeable on marketable securities, share warrants, or stock certificates to bearer under sec. 4 (1) of the Finance Act, 1899, are doubled (Finance (1909–10) Act, 1910, s. 76).

By sec. 13 of the Finance Act, 1911, 1 & 2 Geo. v. c. 48, the stamp duty chargeable on marketable securities transferable by delivery (not being colonial government securities) when the amount secured by the security is to be paid off within a term not exceeding three years after the date on which the duty is payable and the date by which the amount is to be paid off is conspicuously stated on the face of the security, is reduced to threepence for every £10 or fractional part thereof of the money secured, if the money is to be paid off within a term not exceeding one year from the date on which the duty is payable, and sixpence for every £10 or fractional part thereof, if the money is to be paid off within a term exceeding one year but not exceeding three years from the date on which the duty is payable. If a marketable security on which stamp duty has been charged in accordance with the above provision is assigned, transferred or negotiated in the United Kingdom after the date stated on the face of the security as the date by which the amount secured is to be paid off, stamp duty is charged at the full rate, allowance being made for the duty already paid. If any person in the United Kingdom after that date assigns, transfers or negotiates, or is concerned as broker or agent in assigning, transferring or negotiating any such security which is not stamped in accordance with the above provision, he is liable to a fine of £20. Paragraph (4) under the heading "Marketable Security" in Schedule I. of the Stamp Act, 1891 (which provides a reduced duty in the case of marketable securities given in substitution for like securities duly stamped), does not apply in the case of marketable securities given in substitution for marketable securities which have been stamped only with the reduced duty allowed as above.

For the stamp duties on contract notes, see CONTRACT NOTE herein.

603. ——. *National Telephone Co.* v. *Inland Revenue Commissioners,* [1900] A. C. 1, was followed in *County of Durham Electrical Power Distribution Co.* v. *Inland Revenue Commissioners*, [1909] 2 K. B. 604; 78 L. J. K. B. 1158; but see now sec. 19 of the Electric Lighting Act, 1909, *sub tit.* ELECTRIC LIGHTING herein.

604. ——. Where the premium or consideration for a policy of sea insurance is expressed to be a sum not exceeding the rate of 2s. 6d. per cent. of the sum insured, and is subject to an increase (whether defined in the policy or not) in the event of the occurrence of a specified contingency, the premium is treated for the purposes of the Stamp Act, 1891, as a premium not exceeding the rate of 2s. 6d. per cent. of the sum insured. If the contingency occurs, and the premium is thereby increased so as to exceed the rate of 2s. 6d. per cent., then the policy, or a new policy to be issued thereupon, must be stamped with the additional duty, and may be so stamped without penalty within thirty days of the date on which the increased premium became ascertained (Finance Act, 1912, 2 & 3 Geo. v. c. 8, s. 8).

605. ——. As to settlements which are also voluntary conveyances, see *supra*.

606. ——. As to sec. 104 of the Stamp Act, 1891, see *Northumberland* v. *Commissioners of Inland Revenue*, [1911] 2 K. B. 1011; 81 L. J. K. B. 240.

621. Stay of Proceedings.—The Court stayed proceedings in an action brought by a wife against her husband, who was temporarily in England, for an account of what was due under her marriage settlement, on the ground that the plaintiff could have brought the action in India with less inconvenience and expense to the defendant, and that she had brought it in England from motives of oppression and annoyance (*Norton* v. *Norton*, [1908] 1 Ch. 471; 77 L. J. Ch. 312).

Before the Court will dismiss an action as frivolous and vexatious, the defendant must show that there cannot be any cause of action. The Court refused to dismiss an action on an account stated on the admission of the plaintiff that the items were gaming debts, on the ground that the plaintiff might prove some other consideration (*Goodson* v. *Grierson*, [1908] 1 K. B. 761; 77 L. J. K. B. 507).

In *In re Connolly Brothers, Ltd.; Wood* v. *Connolly Brothers, Ltd.*, [1911] 1 Ch. 731; 80 L. J. Ch. 409, the Court of Appeal held that the High Court had jurisdiction to stay proceedings in the Palatine Court of Lancaster in a matter which was before the High Court, on the ground that the proceedings were vexatious. In that case a debenture holder's action was started in the High Court, and subsequently the owner of an equitable charge started proceedings in the Palatine Court and obtained the appointment of a receiver.

622. ——. As to staying proceedings under the Arbitration Act, 1889, see further ARBITRATION, Vol. I. p. 453 *et seq.*, and herein.

623. ——. The case of *County Theatres, etc.* v. *Knowles*, [1902] 1 K. B. 480, was followed in *Ochs* v. *Ochs Brothers*, [1909] 2 Ch. 121; 78 L. J. Ch. 555, in which it was held that the giving of an undertaking upon a summons for directions under Order XXX. was a step in the proceedings.

623. ——. Where a limited liability company is plaintiff in an action of tort which is remitted to the County Court under sec. 66 of the County Courts Act, 1888, on the plaintiff's failure to give security for costs. the County Court judge may still order security to be given under sec. 278 of the Companies (Consolidation) Act, 1908 (*Plasycoed Collieries Co.* v. *Partridge*, 1911, 104 L. T. 807).

623. ——. An action against a dentist for unskilfully extracting a tooth is an action of tort, and may be remitted under sec. 66 of the County Courts Act, 1888 (*Edwards* v. *Mallam*, [1908] 1 K. B. 1002; 77 L. J. K. B. 608).

623. ——. The giving notice of intention to defend a County Court action by filling in the slip attached to a default summons, is merely the equivalent of entering an appearance in the High Court, and is not a step in the proceedings within sec. 4 of the Arbitration Act, 1889. A defendant may therefore apply for a stay of the proceedings under the above section after having given such a notice to defend (*Austin* v. *Bowley*, 1913, 108 L. T. 921).

623. ——. If an action of contract is remitted to the County Court under sec. 65 of the County Courts Act, 1888, 51 & 52 Vict. c. 43, and in the County Court the plaintiff add a claim in respect of tort by way of amendment, the County Court Judge has power to entertain the case, but has a discretion under Ord. XIV. r. 12 to disallow the amendment (*Spring* v. *Fernandez*, [1912] 1 K. B. 294 ; 81 L. J. K. B. 201).

623. ——. As to the jurisdiction of the High Court after the order remitting an action has been acted on, see *Buckley* v. *National Electric Theatres*, [1913] 2 K. B. 277 ; 82 L. J. K. B. 739, a case decided under sec. 65 of the Act of 1888, cited *sub tit.* COUNTY COURT herein.

625. ——. The Court will stay proceedings on an agreement to refer disputes to a foreign tribunal, unless a case for an injunction is made out (*Kirchner* v. *Gruban*, [1909] 1 Ch. 413 ; 78 L. J. Ch. 117).

658. Street.—As to provision of new means of access to streets for cattle, beasts of burden, and wheeled carriages, see Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, s. 18. As to extent of Act, see secs. 2 (2) and 3.

660. ——. As to powers of local authorities to enforce repairs in private streets, see Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, sec. 19. As to extent of Act, see secs. 2 (2) and 3.

660. ——. As to repair of footpath damaged by excavations, etc., on adjoining lands, see Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, sec. 20. As to extent of Act, see secs. 2 (2) and 3.

660. ——. When a local authority serves an owner with notice to treat under Michael Angelo Taylor's Act (Metropolitan Paving Act, 1817, 53 Geo. III. c. xxix.), and the owner repudiates the notice, and threatens to apply for an injunction to restrain the local authority from proceeding under the notice, the local authority may withdraw the notice without liability to damages or to compensate the owner on account of the withdrawal (*Wild* v. *Woolwich Borough Council*, [1910] 1 Ch. 35 ; 79 L. J. Ch. 126). Under secs. 80 and 82 of Michael Angelo Taylor's Act, a local authority taking part only of premises must show that the taking of that part will not substantially interfere with the existing use of the buildings. The fact that the premises can be used for the same purposes on a smaller scale is not sufficient (*Green* v. *Hackney Corporation*, [1910] 2 Ch. 105 ; 80 L. J. Ch. 16).

661. ——. As to the provisional apportionment of expenses of private street works under sec. 10 of the Private Street Works Act, 1892, see *Newquay Urban Council* v. *Rickeard*, [1911] 2 K. B. 846 ; 80 L. J. K. B. 1164.

661. ——. An appeal to quarter sessions lies from decision of the justices on the objection of an owner to the proposals of an urban authority on any of the grounds set out in sec. 7 of the Private Street Works Act, 1892 (*Pearce* v. *Maidenhead Corporation*, [1907] 2 K. B. 96 76 L. J. K. B. 591).

662. ——. As to power of local authority to remove and use old material, see Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, sec. 28. As to deposit of materials, the making of excavations in streets, and the fencing and lighting thereof, see sec. 29. As to extent of Act, see secs. 2 (2) and 3.

663. ——. Where a local authority *bona fide* apportions the cost of paving a new street, under the Metropolis Management Acts, 1855 and 1862, the Court will not question the apportionment (*Grand Junction Waterworks* v. *Hampton Urban Council*, [1898] 2 Ch. 331; 67 L. J. Ch. 603). But if the apportionment is made under a mistaken view of facts, the Court will declare it invalid (*Elsden* v. *Hampstead Corporation*, [1905] 2 Ch. 633; 75 L. J. Ch. 27). A local authority can claim contributions towards paving a new street, although it has been laid out without the sanction of the London County Council, as required by the London Building Act, 1894 (*Camberwell Borough Council* v. *Dixon*, [1910] 1 K. B. 424; 79 L. J. K. B. 318).

663. ——. As to what amounts to "laying out" a new street, see *Devonport Corporation* v. *Tozer*, [1903] 1 Ch. 759; 72 L. J. Ch. 411; *Att.-Gen.* v. *Dorin*, [1912] 1 Ch. 369; 81 L. J. Ch. 369.

663. ——. Section 105 of the Metropolis Management Act, 1855, does not authorise a local authority in the formation of a new street to alter the dedication of the road by varying the width of the carriage or footways (*Wandsworth Borough Council* v. *Golds*, [1911] 1 K. B. 60; 80 L. J. K. B. 126).

663. ——. A local authority is entitled to refuse to approve plans of proposed works on the ground that a new street is shown to pass over land which is subject to a condition prohibiting it from being used as a street (*R.* v. *Tynemouth Corporation*, [1911] 2 K. B. 361; 80 L. J. K. B. 892).

664. ——. In districts where the Act is in force (see ss. 2 (2) and 3), the local authority has power to enforce the repair or enclosure of any dangerous places fronting, adjoining, or abutting on any street or public footpath, and also any land, not being a common, adjoining any street which is dangerous, or is used for immoral or indecent purposes, or any purposes causing inconvenience or annoyance to the public (Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, ss. 30, 31).

664. ——. Under sec. 30 of the Public Health Acts Amendment Act, 1907, the owner of any excavation or bank may be required by the local authority to fence it, even if it does not actually front, adjoin, or abut on the street or footpath, provided it is sufficiently near thereto to cause danger to persons using the street or footpath (*Carshalton Urban Council* v. *Burrage*, [1911] 2 Ch. 133; 80 L. J. Ch. 500). See also *Cheshire Lines Committee* v. *Heaton Norris Urban Council*, [1913] 1 K. B. 325; 82 L. J. K. B. 1119.

664. ——. A local authority may change the name of any street with the consent of two-thirds in number and value of the ratepayers in the street, and may paint or otherwise mark the names of streets on any building or erection (Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, s. 21). The local authority may also round off any corner building on paying compensation (s. 22). As to extent of Act, see secs. 2 (2) and 3.

667. Striking Out.—A statement in a pleading that the action is supplemental to another action is unintelligible, and was struck out as embarrassing in *Nitrate Securities Trust* v. *Williams*, 1912, 106 L. T. 730.

667. ——. An Order under Order XXV. r. 4 is interlocutory and not final (*In re Page; Hill* v. *Fladgate*, [1910] 1 Ch. 489 ; 79 L. J. Ch. 482).

667. ——. Under Order XXV. r. 4 the Court has power to strike out the name of a trade union in a case where it is clear that the claim is one that is prohibited by sec. 4 (1) of the Trade Disputes Act, 1906 (*Vacher* v. *London Society of Compositors*, [1913] A. C. 107 ; 82 L. J. K. B. 232).

692. Summary Judgment under Order XIV.—If the affidavit in support of an application for judgment under Order XIV. is not made by the plaintiff, it must be made by someone who can swear positively to the facts and verify the cause of action. It must not be made only on information and belief (*Lagos* v. *Grunwaldt*, [1910] 1 K. B. 41 ; 79 L. J. K. B. 85). Such a person should also state the means of his knowledge, and the fact that he is authorised to make the affidavit (*Chirgwin* v. *Russell*, 1910, 55 S. J. 10 ; 27 T. L. R. 21). In *Symon* v. *Palmer's Stores*, [1912] 1 K. B. 259 ; 81 L. J. K. B. 439, an affidavit made by the plaintiff's manager was held not to be made by a person who could swear positively to the facts. In such a case there is no jurisdiction to make an order for summary judgment, and the plaintiff will be ordered to pay the defendant's costs forthwith under r. 9 (*b*).

698. ——. As to costs where the affidavit is made by a person who is not able to swear positively to the facts, see *Symon* v *Palmer's Stores*, [1912] 1 K. B. 259 ; 81 L. J. K. B. 439, *supra*.

699. ——. Line 14 from foot, *for* "[1898] A. C.," *read* "[1897] A. C."

701. Summary Jurisdiction.—Where in the course of the hearing evidence is given which shows that the offence is triable by a jury, the words, " before the charge is gone into," mean, " before the charge in its altered character is proceeded with," and the defendant must be given the option of being tried by a jury (*R.* v. *Beesby ; Ex parte Grimmett*, [1909] 1 K. B. 849 ; 78 L. J. K. B. 482).

701. ——. Where a court of summary jurisdiction consents to the withdrawal of a summons on the ground of a technical informality in the proceedings, the accused may still be proceeded against for the same offence, and under the same act and section. In *Davies* v. *Morton*, [1913] 2 K. B. 479 ; 82 L. J. K. B. 665, an information was preferred against the licensee of a beerhouse under sec. 1 of the Betting Act, 1853, for using his house for the purpose of betting with persons resorting thereto. During the hearing of the case it was realised that the defendant had not been informed of his right to be tried by a jury as is required by sec. 17 of the Summary Jurisdiction Act, 1879. The summons was thereupon withdrawn with the consent of the justices. Subsequently the defendant was proceeded against under the same section for using his house for the purpose of moneys being received by him, for the consideration of assurances to pay sums of money on the happening of certain events, namely, the winning of horse races. The evidence was substantially the same as that given on the hearing of the first summons. A Divisional Court held that the proceedings could be maintained in spite of the withdrawal of the first summons.

702. ——. The effect of sec. 128 (2) of the Children Act, 1908, 8 Edw. VII. c. 67, which adds the offence of committing an indecent assault upon a person of either sex who in the opinion of the Court is under sixteen to the offences scheduled to the Summary Jurisdiction Act, 1879, is that the offence is placed in the same category as those offences, and therefore a person who consents to be dealt with summarily cannot appeal to Quarter Sessions (*R.* v. *Dickinson; Ex parte Davis*, [1910] 1 K. B. 469; 79 L. J. K. B. 256).

702. ——. Justices have power to commit an accused for trial under sec. 12 of the Summary Jurisdiction Act, 1879, after hearing the evidence for the defence, even although at the close of the evidence for the prosecution they have given the accused the option, which he has accepted, of being dealt with summarily (*R.* v. *Hertfordshire JJ.*, [1911] 1 K. B. 612; 80 L. J. K. B. 437).

703. ——. An information charging a person with cruelly ill-treating, abusing, and torturing a horse under sec. 2 of the Cruelty to Animals Act, 1848, discloses three offences within sec. 10 of the Summary Jurisdiction Act, 1848. In such a case the justices should hear the evidence, decide whether an offence under the summons has been committed, and call upon the prosecutor to elect on which charge he asks for a conviction (*Johnson* v. *Needham*, [1909] 1 K. B. 626; 78 L. J. K. B. 412).

703. ——. Where a defendant is charged in one information with cruelly ill-treating four animals, and is not informed that he has to answer more than one charge, he cannot be convicted of four separate offences (*R.* v. *Rawson*, [1909] 2 K. B. 748).

703. ——. Where a summons issued by a justice does not bear a seal, the defect is one of form only within sec. 1 of the Summary Jurisdiction Act, 1848, 11 & 12 Vict. c. 43, to which objection cannot be taken (*R.* v. *Garrett-Pegge; Ex parte Brown*, [1911] 1 K. B. 880; 80 L. J. K. B. 609).

703. ——. A shop where the shopkeeper does not reside is not his "place of abode" within sec. 1 of the Summary Jurisdiction Act, 1848. Where a person has given wrong information as to his place of abode he is not estopped from relying on the bad service of the summons, in the absence of proof that he gave the wrong information with the object of avoiding service (*R.* v. *Lilley; Ex parte Taylor*, 1911, 104 L. T. 77).

703. ——. The provisions of sec. 11 of the Summary Jurisdiction Act, 1848, as to time apply to an application for the summary recovery of money under sec. 9 of the Friendly Societies Act, 1908 (*Mackie* v. *Fox*, 1911, 105 L. T. 523).

704. ——. If at the hearing the informant is not present, and the Court propose to adjourn the case, but do not do so at the request of the defendant, the defendant cannot afterwards object to the conviction on the ground that the informant was not present (*May* v. *Beeley*, [1910] 2 K. B. 722; 79 L. J. K. B. 852).

704. ——. A defendant may appear to a summons by counsel, and if he does so the justices cannot compel his appearance by warrant (*R.* v. *Thompson*, [1909] 2 K. B. 614; 78 L. J. K. B. 1085).

704. ——. Where a magistrate has presided over the hearing of a summons for a number of days, and the evidence of numerous witnesses has been taken, and the magistrate falls ill and is unable to continue the hearing, the magistrate who succeeds him need not hear the whole of the evidence which has been given orally *de novo*. It will be sufficient for some of the witnesses to be recalled and resworn, and for their evidence (both in chief and in cross-examination) to be read over to them, the witnesses being directed to correct any inaccuracies. Any additional questions that may be thought desirable may be put, and the defendants or their counsel may cross-examine—the counsel for the Crown having liberty to re-examine. The magistrate may then proceed with the examination of witnesses who were not called before the magistrate who first presided over the hearing of the summons (*Ex parte Bottomley*, [1909] 2 K. B. 14; 78 L. J. K. B. 547).

704. ——. A claim to remove shingle from the foreshore under a conveyance from the Crown, in spite of an order by the Board of Trade under sec. 14 of the Harbours Act, 1874, prohibiting such removal, is a *bona fide* claim of right which ousts the jurisdiction of justices (*Burton* v. *Hudson*, [1909] 2 K. B. 564; 78 L. J. K. B. 905).

704. ——. In *R.* v. *Marsham; Ex parte Pethick Lawrence*, [1912] 2 K. B. 362; 81 L. J. K. B. 957, a person was convicted by a metropolitan magistrate for assault. On the same day it was brought to the magistrate's attention that one of the witnesses had not been sworn. The magistrate thereupon reheard the case, and at the second hearing all the evidence was given on oath, and the accused was again convicted. It was held that this second conviction was good, in as much as the first conviction being void, the accused had not been put in peril thereby.

705. ——. The Court has power to hear an appeal from a court of summary jurisdiction by way of cases stated, although the respondent has not been served with notice in writing of the appeal together with a copy of the case as is required by sec. 2 of the Summary Jurisdiction Act, 1857, provided that the appellant had done everything possible to comply with the Statute, and his inability to do so is caused by matters outside of his control, *e.g.* lack of knowledge of the whereabouts of the respondent or his absence from the country (*Wills* v. *McSherry*, [1913] 1 K. B. 20; 82 L. J. K. B. 71). In *Hollidge* v. *Rinslip-Northwood Urban Council*, 1913, 77 J. P. 126, the Court held that it had no power to hear an appeal, when the case was set down for hearing, before notice of appeal was given to the respondents or a copy of the case served on them.

705. Summary Jurisdiction (Married Women) Act, 1895.—In *Matthews* v. *Matthews*, [1912] 3 K. B. 91; 81 L. J. K. B. 970, it was held that the mere resumption of cohabitation does not put an end to a separation order. Such an order remains in force until the Justices, on an application made to them, discharge it.

705. ——. A weekly payment may be enforced by imprisonment, in default of distress, without proof of means (*R.* v. *Richardson; Ex parte Sherry*, [1909] 2 K. B. 851; 79 L. J. K. B. 13). Only six months' arrears of a weekly payment can be recovered (*Matthews* v. *Matthews*, *supra*).

705. ——. Sec. 2 of the Summary Jurisdiction Act, 1857, requires a person who desires to appeal from a decision of Justices to transmit the case stated by them within three days of its receipt from the Justices. Under this section it is sufficient if the case is left at the Crown Office at any time during the third day, even if the Office is closed (*Holland* v. *Peacock*, [1912] 1 K. B. 154; 81 L. J. K. B. 256).

Under sec. 6 of the same Act the Court will not remit a case to the Justices for re-trial where the Justices have convicted wrongly in law, unless the case stated by the Justices asks that it should be remitted in the event of this decision being wrong (*Taylor* v. *Wilson*, 1911, 106 L. T. 44).

706. ——. *Barker* v. *Barker*, [1905] W. N. 70, is reported in 74 L. J. P. 74; add *Wenham* v. *Wenham*, 1906, 95 L. T. 548. The clerk's duty to take notes is not discharged by authorising the taking of a shorthand note. Where a shorthand note is taken it must be with the consent of the parties, without any additional cost to them, and must be certified by the clerk (*Royle* v. *Royle*, [1909] P. 24; 78 L. J. P. 34).

706. ——. Where a wife's summons has been heard and dismissed, the matter is *res judicata*, and she cannot issue a second summons founded on the same cause of complaint. The fact that desertion is a continuing offence does not affect the question (*Stokes* v. *Stokes*, [1911] P. 195; 80 L. J. P. 142). This case was followed in *Blackledge* v. *Blackledge*, [1913] P. 9; 82 L. J. P. 13. It was further held that after a summons for desertion taken out by a wife has been dismissed it must be taken that she has left him voluntarily, and she cannot bring a new summons against him, even if she alleges that she has discovered fresh evidence.

706. ——. A husband may be ordered to give security for his wife's costs on his appeal against an order of a Court of Summary Jurisdiction under the Summary Jurisdiction (Married Women) Act, 1895, 58 & 59 Vict. c. 39, and proceedings may be stayed until he has done so (*L.* v. *L.*, 1911, 55 S. J. 330; *Sirrell* v. *Sirrell*, [1911] P. 38; 80 L. J. P. 8).

706. ——. A receiver cannot be appointed of a weekly payment on the application of a creditor of the married woman (*Paquine* v. *Snary*, [1909] 1 K. B. 688; 78 L. J. K. B. 361).

707. Sunday.—As to payment of rent on Sunday, see LANDLORD AND TENANT herein.

708. ——. A chief constable is, but his representative acting in his place during his absence is not, the "chief officer of police" within sec. 1 of the Sunday Observance Prosecution Act, 1871 (*R.* v. *Halkett; Ex parte Butinck*, [1910] 1 K. B. 50; 79 L. J. K. B. 12).

709. Sunday in Computation of Time.—Sunday is excluded in computing the two days allowed in which to give notice of appeal under sec. 8 of the Mayor's Court of London Procedure Act, 1857 (*Milch* v. *Frankau*, [1909] 2 K. B. 100; 78 L. J. K. B. 560).

714. Support.—The decision in *Butterley Co.* v. *New Hucknall Colliery Co.*, [1908] 2 Ch. 475, was reversed in the Court of Appeal, see [1909] 1 Ch. 37; 78 L. J. Ch. 63, and the latter decision was affirmed in the House of Lords, see [1910] A. C. 381; 79 L. J. Ch. 411.

725. Supreme Court.—The Supreme Court of Judicature Act, 1910, 10 Edw. VII. & 1 Geo. V. c. 12, provides for the appointment of two additional judges of the High Court to be attached to the King's Bench Division, subject to the power of transfer mentioned in the Supreme Court of Judicature Act, 1873. After August 1, 1911, as long as the whole number of puisne judges of the King's Bench Division amounts to fifteen or more, vacancies may only be filled on an address by both Houses of Parliament.

737. Surrender.—As to the effect of a surrender on a sublease granted in breach of a covenant not to sublet, see *Parker* v. *Jones, sub tit.* LANDLORD AND TENANT herein.

742. Swaziland.—The Orders of 1903 and 1906 are amended by the Swaziland Order, 1909 (St. R. & O. 1909, No. 1236). As to Crown lands, see further the Swaziland Crown Lands and Minerals Orders in Council, 1908 (St. R. & O. 1908, p. 378), and 1910 (St. R. & O. 1910, No. 1108).

742. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909, and by Order in Council of August 2, 1910 (St. R. & O. 1910, No. 881), the Evidence Act, 1851, secs. 7 and 11, the Foreign Tribunals Evidence Act, 1859, the British Law Ascertainment Act, 1859, the Foreign Law Ascertainment Act, 1861, and the evidence by Commission Act, 1885, are applied.

742. ——. The Swaziland (Coinage) Order, 1911 (St. R. & O. 1911, No. 95) deals with and regulates the coinage of Swaziland.

742. ——. Appeals to the Privy Council are further regulated by Orders in Council of October 13, 1910 (St. R. & O. 1910, No. 1110) and March 4, 1911 (St. R. & O. 1911, No. 236).

762. Tasmania.—The right of appeal to the Privy Council has not been taken away by the Commonwealth Judiciary Act, 1903; see AUSTRALIA herein. Such appeals are regulated by Order in Council of November 7, 1910 (St. R. & O. 1910, No. 1186).

VOLUME XIV.

2. Taxation.—As to taxation in District Registries, see further DISTRICT REGISTRIES, Vol. IV. p. 665 and herein.

5. ——. The costs of an appeal do not include the costs of copies of documents prepared for and used in the Court below (*Masson* v. *De Fries*, [1910] 1 K. B. 535; 79 L. J. K. B. 392).

6. ——. Under special circumstances a qualifying fee may be allowed to a scientific witness who is not called at the trial (*Great Western Railway* v. *Carpalla United China Clay Co.* (No. 2), [1910] 2 Ch. 471; 79 L. J. Ch. 55).

6. ——. As to the allowance of the costs of shorthand notes, see further Vol. XIII. 396, 397, and herein.

7. ——. As to apportionment of costs where both an appeal and a cross appeal are dismissed with costs, see *Jones* v. *Stott*, [1910] 1 K. B. 893; 79 L. J. K. B. 766.

7. ——. As to the allowance of three counsel, see also *Great Western Railway* v. *Carpalla United China Clay Co.* (No. 2) *ubi supra*, and *Perry* v. *Hersin*, 1913, 108 L. T. 332.

7. ——. If, on the hearing of a motion for an interim injunction, the Court orders the motion to be set down as a motion with witnesses to be treated as the trial of the action, counsel are only entitled to such further fee as the Taxing Master may think fit, and not to a fresh brief (*Cookson* v. *Catton*, [1910] 1 Ch. 410; 79 L. J. Ch. 265).

7. ——. In taxing a bill of costs between a solicitor and a local authority in an action in which the solicitor has acted for the local authority, the Taxing Master should allow disbursements which have been specially ordered by the local authority. The question whether they are reasonably necessary, and are proper as between the authority and the ratepayers, is one for the auditor under secs. 247, 249 of the Public Health Act, 1875, and not for the Taxing Master (*In re Porter*, [1912] 2 Ch. 98; 81 L. J. Ch. 544).

9. ——. The Taxing Master cannot substitute an omitted allowable item for an improper item; he may, however, correct arithmetical errors (*In re Grant, Bulcraig & Co.*, [1906] 1 Ch. 124; 75 L. J. Ch. 106).

10. ——. In probate suits the Court will not disturb the Taxing Master's decision on questions of *quantum* unless the Master has gone wholly wrong or a question of principle is involved, the practice being the same as in the other divisions (*In re Ogilvie's Estate; Ogilvie* v. *Massey*, [1910], P. 243; 79 L. J. P. 113).

17. Telegraph.—Where a street or road is open for public use but has not been taken over by the Urban District Council, the council cannot give consent to the erection of telegraph poles thereon (*Postmaster General* v. *Hendon Urban Council*, [1913] 3 K. B. 451; 82 L. J. K. B. 1081).

17. ——. No telegraph line may be constructed on, over, along or across any land dedicated to the recreation of the public, or any hedge or bank adjoining such land, without the consent of the person controlling or managing such land. If the consent is withheld, secs. 3, 4, and 5 of the Telegraph Act, 1878, apply (Telegraph Act, 1908, 8 Edw. VII. c. 33, s. 3).

18. ——. The provisions of sec. 21 of the Act of 1863, as amended by sec. 3 of the Act of 1892, which are not of general application, are made of general application by sec. 2 of the Telegraph (Construction) Act, 1908, 8 Edw. VII. c. 33, and are extended to rural districts and public roads. The notice required is that under sec. 23 and not sec. 21 of the Act of 1863.

19. ——. If the owner, lessee, or occupier of any hedge or bank forming the boundary of a street or public road along which the Postmaster-General desires to construct or maintain, or is constructing or maintaining, a telegraphic line, or of any land within twenty feet of a street or road, not being common land or dedicated to the recreation of the public, which is not enclosed on the side of the street or road, refuses to give his consent to the construction of the line on, over, along or across such hedge, bank or land within one month of being required to do so, a difference is deemed to have arisen between him and the Postmaster-General, and secs. 3, 4 and 5 of the Telegraph Act, 1878, apply (Telegraph (Construction) Act, 1908, 8 Edw. VII. c. 33, s. 1).

20. ——. The provisions of sec. 2 of the Act of 1892 are extended to cases where the refusal of an owner, lessee or occupier necessitates unreasonable cost or conditions (Telegraph Act, 1908, s. 4).

20. ——. Notwithstanding the Railway and Canal Traffic Act, 1888, 51 & 52 Vict. c. 25, the powers of the Railway and Canal Commission under the Telegraph Acts may be exercised by the two appointed Commissioners (Telegraph (Construction) Act, 1908, 8 Edw. VII. c. 33, s. 6).

The Telegraph (Arbitration) Act, 1909, 9 Edw. VII. c. 20, authorises the Railway and Canal Commission to determine any difference between the Postmaster-General and any body or person under the Telegraph Acts, 1863–1903, or under any licence or agreement relating to telegraphs or telephones, provided the parties agree. Under this Act there is an appeal to the Court of Appeal on questions of law (*National Telephone Co.* v. *Postmaster-General*, [1913] A. C. 546 ; 82 L. J. K. B. 1197).

21. ——. The Telegraph Construction Act, 1911, 1 & 2 Geo. V. c. 39, empowers the Postmaster-General to place telegraph lines across railways and canals under certain circumstances and subject to certain savings and limitations.

21. ——. Section 5 of the Telegraph (Construction) Act, 1908, 8 Edw. VII. c. 33, gives the Postmaster-General the right to require the lopping of trees interfering with telegraph lines. Differences are decided under secs. 4 and 5 of the Act of 1878.

21. ——. The provision of sec. 4 (2) of the Telegraph Act, 1892, as to the withdrawal of conditions on the construction of telegraph lines are applied to underground lines by sec. 7 of the Act of 1908.

24. Telephone.—The Telephone Transfer Act, 1911, 1 & 2 Geo. V. c. 26, provides for the transfer to the Postmaster-General of the plant, property, assets, and staff of the National Telephone Company.

27. Tenant Right.—Where a landlord gives notice to quit to a tenant of an agricultural holding in order that he may obtain a higher rent for the holding, the notice to quit is not given for a reason " inconsistent with good estate management " within sec. 11 (*a*) of the Agricultural Holdings Act, 1908 (*In re Bonnett and Fowler*, [1913] 2 K. B. 537 ; 82 L. J. K. B. 713). In such a case the burden of proof lies on the tenant under sec. 11 (*b*) to show that the increase demanded by reason of an increase in the value of the holding is due for improvements for which he has not received an equivalent from the landlord, and also that the result of the demand has been that the tenant has received notice to quit the holding.

37. ——. A stipulation in a lease that the tenant should make no claim for compensation later than one month prior to the determination of the tenancy was held void under the Agricultural Holdings Act, 1900, 63 & 64 Vict. c. 50, and the Agricultural Holdings (Scotland)

Act, 1883, 46 & 47 Vict. c. 62, sec. 36 (corresponding to sec. 55 of the English Act) (*Cathcart* v. *Chalmers*, [1911] A. C. 246 ; 80 L. J. P. C. 143).

38. ——. A valuation of stock taken over by a new tenant is an arbitration, and must be in accordance with sec. 13 of the Agricultural Holdings Act, 1908, notwithstanding that the parties have agreed otherwise (*Stewart* v. *Williamson*, [1910] A. C. 455 ; 80 L. J. P. C. 29, decided under the corresponding section of the Agricultural Holdings (Scotland) Act, 1908).

39. ——. By virtue of sec. 61 of the Agricultural Holdings Act, 1883, 46 & 47 Vict. c. 61, and the Market Gardeners Compensation Act, 1895, 58 & 59 Vict. c. 27, a tenant from year to year who entered into possession before January 1, 1896, with the landlord's knowledge that the land was being used as a market garden, but with no agreement in writing to that effect, and has executed improvements without the written dissent of the landlord, cannot recover compensation for improvements executed after the first day after January 1, 1896, on which the tenancy could have been terminated by notice (*In re Kedwell and Flint*, [1911] 1 K. B. 797 ; 80 L. J. Ch. 707).

40. ——. *Smith* v. *Callander*, [1901] A. C. 297 ; 70 L. J. P. C. 53, was followed in the Scotch case of *Taylor* v. *Steel-Maitland*, [1913] S. C. 562.

40. ——. The Agricultural Holdings Act, 1913, 2 & 3 Geo. v. c. 21, declares that, for the purpose of removing doubts as to the effect of sec. 42 (2) of the Act of 1908, and any enactment re-enacted by that subsection, a tenancy from year to year under a contract of tenancy current on January 1, 1896, is not deemed to have been determined thereafter by virtue of any provision in sec. 61 of the Agricultural Holdings (England) Act, 1883. The said subsection is repealed from the words "Provided that" to the end. The Act of 1913 applies to any claim for compensation which had not been determined before the passing of the Act (February 14, 1913), by any judgment or order of a court of competent jurisdiction or award or agreement, whether the improvement to which the claim related was made or begun before or after the commencement of the Act of 1908.

44. Tenants in Common.—Under a gift to such persons "as under the statutes for the distribution of intestates' estates would be the next of kin" of the testator's daughter, the next of kin—the testator's surviving daughters—took as tenants in common and not as joint tenants (*In re Nightingale ; Bowden* v. *Griffiths*, [1909] 1. Ch. 385 ; 78 L. J. Ch. 196).

67. Territorial Force.—Gifts for the benefit of Volunteer, Yeomanry and Militia units enure for the benefit of the Territorial units, and must be paid to the County Associations (*In re Donald ; Moore* v. *Somerset*, [1909] 2 Ch. 410 ; 78 L. J. Ch. 761).

67. ——. By Order in Council of March 19, 1908 (St. R. & O. 1908, p. 963), as amended by Order in Council of October 13, 1910 (St. R. & O. 1910, No. 1116), a number of statutes are applied to the Territorial Force under sec. 28 of the Territorial and Reserve Forces Act, 1907.

68. ——. In the absence of an agreement by which he has made himself personally liable, the commanding officer of a volunteer regiment cannot be made liable under sec. 25 of the Volunteer Act, 1863, and the Volunteer Regulations, 1901, for an overdraft at the Regiment's bankers (*National Bank of Scotland* v. *Shaw*, [1913] S. C. 133).

73. **Textile Fabrics.**—The Fabrics (Misdescription) Act, 1913, 3 & 4 Geo. v. c. 17, prohibits the sale or exposure for sale of any textile fabric whether in the piece or made up into garments, or in any other form, to which is attributed expressly or inferentially the quality of non-inflammability, or safety from fire, in any degree, whether by word or marking descriptive or otherwise, upon the material, or upon any wrapper or band or contained in any letterpress or writing referring to the material, or by verbal representation at the time of sale unless such textile fabric conforms to the standard of non-inflammability prescribed by Regulations made by the Secretary of State. The penalty for selling or having in possession textile fabric in contravention of the Act is a fine not exceeding, in the case of a first offence £10, or in the case of a second or subsequent offence £50, on summary conviction (s. 1).

Sec. 2 provides for the making of regulations under the Act.

If in proceedings under the Act it is proved that an offence has been committed but that the person charged (*a*) purchased the fabric in question from a person resident in the United Kingdom under a warranty that it complied with the prescribed standard, and (*b*) took reasonable steps to ascertain and in fact believed in the accuracy of the warranty, the person charged is entitled, upon information laid by him, to have the person who gave the warranty brought before the Court, and that person may be summarily convicted of the offence and the person originally charged is to be exempt from any fine. The person convicted may, in the discretion of the Court, be ordered to pay any costs incidental to the proceedings (s. 3).

Any material contravening the Act found in the possession of a person charged is deemed to be intended for sale unless the contrary is proved (s. 4).

The enforcing of the Act is placed in the hands of the local authority, who have power to appoint male or female officers who may carry on proceedings on behalf of the local authority (s. 5 (1)). "Local Authority" means, as respects the City of London, the Common Council;—as respects any municipal borough, the council of the borough;—as respects any urban district, the district council;—elsewhere, the county council. Power is given to the London County Council to make arrangements, with the approval of the Secretary of State, with the council of any metropolitan borough for the exercise by them of the powers in the Act as agents for the London County Council (s. 5 (2)). Section 5 (3) deals with the expenses of local authorities under the Act.

Section 6 provides that fines imposed under the Act be carried to the credit of the fund out of which expenses are defrayed.

The Act is applied to Scotland by sec. 7, and to Ireland by sec. 8.

The Act came into force on January 1, 1914.

73. **Thames.**—The Port of London Act, 1908, 8 Edw. VII. c. 68, transfers to the Port of London Authority all rights, powers and duties of the Conservators in respect of the Thames below the landward limit of the Port of London (s. 7).

The number of Conservators is reduced from 38 to 28 (s. 8).

For other provisions reference should be made to the Act.

86. Time, Computation of.—In *Peggie* v. *Wemyss Coal Co.*, [1910] S. C. 93, a workman who was injured at 11.30 A.M. on November 24, 1908, and made his claim for compensation at 5.30 P.M. on May 24, 1909, was held to have made the claim within six months within sec. 2 (1) of the Workmen's Compensation Act, 1906, 6 Edw. VII. c. 58.

97. ——. Ord. LXIV. r. 3, has no effect upon the Statute of Limitations. Therefore where the time for payment of a promissory note, including the days of grace expired on Sunday, September 22, 1906, and a writ was issued in an action on the note on Monday, September 23, 1912, it was held that the action was barred by the Statute of Limitations (*Gelmini* v. *Morriggia*, [1913] 2 K. B. 549 ; 82 L. J. K. B. 949).

99. ——. Sunday is excluded in computing the two days allowed in which to give notice of appeal under sec. 8 of the Mayor's Court Procedure Act, 1857 (*Milch* v. *Frankau*, [1909] 2 K. B. 100 ; 78 L. J. K. B. 560).

102. ——. In *Rumbold* v. *London County Council*, 1909, 100 L. T. 259, the Court of Appeal extended the time for appealing on the ground of counsel's illness.

103. ——. The Court of Appeal refused to extend the time for appealing against an order under the Workmen's Compensation Act, 1897, on the ground that the workman's legal adviser considered that an appeal would be unsuccessful (*Nicholson* v. *Piper*, 1907, 24 T. L. R. 16).

103. ——. In *In re Brazilian Rubber Plantations and Estates*, 1911, 103 L. T. 882, the Court of Appeal extended the time for appealing against an order dismissing a misfeasance summons, on the ground that the liquidator was consulting the shareholders and creditors with a view to collecting funds for the purpose of the appeal.

103. ——. Add a reference to the Judicature (Procedure) Act, 1894, 57 & 58 Vict. c. 16, s. 1 (1) (*a*), which enacts that no appeal shall lie from an order allowing an extension of time for appealing from a judgment or order. This subsection applies to an order of the Divisional Court in bankruptcy extending the time for appealing from an order of the County Court (*In re Debtor* (No. 20 of 1910), [1911] 1 K. B. 841; 80 L. J. K. B. 508).

105. ——. See *In re Debtor* (No. 20 of 1910), [1911] 1 K. B. 841; 80 L. J. K. B. 508) *supra* as to appeals from orders extending time.

117. Tithes.—Where on the application of a landowner for redemption under the Extraordinary Tithe Redemption Act, 1886, the redemption money is paid into Court on the direction of the Board of Agriculture, the Court has power to deal with the costs and will order them to be paid by the landowner who seeks compulsory redemption (*In re Graham-Wigan*, [1911] 2 Ch. 438 ; 80 L. J. Ch. 670).

120. ——. *Ludlow* v. *Pike*, [1904] 1 K. B. 531 ; 73 L. J. K. B. 274, was approved and followed in *Tuff* v. *Drapers' Guild*, [1913] 1 K. B. 40 ; 82 L. J. K. B. 174, in which case it was held that sec. 1 (1) refers to the incidence of the tithe rent-charge and not merely to the mode of collection. In this case an agreement by which the occupier of lands agreed to pay to the owner such sums as the owner might expend in payment of the tithe rent-charge was held to be invalid.

120. ——. Where only part of the lands out of which a tithe rent charge issues is in the occupation of the owner, the proper method for the recovery of the tithe rent charge is by the appointment of a receiver under subsec. 3 of sec. 2 of the Act of 1891. Subsec. 2 of sec. 2 only applies where the whole of the lands are in the occupation of the owner (*Ecclesiastical Commissioners* v. *Upjohn*, [1913] 1 K. B. 501 ; 82 L. J. K. B. 435).

122. ——. Line 34, *for* " but not by his solicitor," *read* " although not a solicitor."

126. Title, Covenants for.—As to the implied covenant contained in sec. 7 (1) of the Conveyancing Act, 1881, in the case of a conveyance as beneficial owner, see *Eastwood* v. *Ashton*, 1913, 58 S. J. 152.

127. Title Deeds.—Title deeds showing the title to an easement, formerly appurtenant to land sold, and the extinguishment of it, relate to the servient tenement, and the vendor is entitled to retain them under sec. 2 of the Vendor and Purchaser Act, 1874, 37 & 38 Vict. c. 78, if he retains the servient tenement (*In re Lehmann and Walker's Contract*, [1906] 2 Ch. 640 ; 75 L. J. Ch. 768).

129. Tobacco.—As to growing of tobacco in the United Kingdom and the customs and excise duties thereon, see CUSTOMS and EXCISE herein.

133. Tonnage.—Italy having adopted the tonnage regulations, Italian ships are deemed to be of the tonnage denoted in their certificates of registry (Order in Council, No. 384 of 1906 (St. R. & O. 1906, p. 396)).

135. Torts.—The decision in *Sweeney* v. *Coote*, [1906] 1 I. R. 51, 109, was affirmed on the facts in the House of Lords, see [1907] A. C. 221 ; 76 L. J. P. C. 49).

143. Towage ; Tug and Tow.—Where a tow is completely in charge of a tug, and the relation of master and servant does not exist, and the tow is damaged owing to the fault of both the tug and a third vessel, the tow may recover the whole damage from the third vessel (*Devonshire* (*Owners*) v. *Leslie* (*Owners*), [1912] A. C. 634 ; 81 L. J. P. 94).

144. ——. A clause in a towage contract that all transporting is to be at owner's risk will not protect the owner of the tug from liability for negligence (*The Forfarshire*, [1908] P. 339 ; 78 L. J. P. 44). A barge is entitled to anticipate that the tug will be navigated with ordinary skill and caution (*The Hopper Barge H. No.* 1 *and The Knight Errant*, [1910] P. 199 ; 79 L. J. P. 61 ; [1911] A. C. 30 ; 80 L. J. P. 22).

144. ——. The means of attaching the towing gear to the bulkhead of the tug are not part of the towing gear (*The West Cock*, [1911] P. 208 ; 80 L. J. P. 97). In this case the owners of a tug contracted to tow a ship. The contract contained a clause protecting the tug owners against damages arising from the towing gear (including the consequences of defects therein). The tow was damaged by reason of the towing gear of the tug being carried away owing to the defective condition of the bolts attaching the gear to the tug. The owners of the tug were held liable, whether the contract of towage implied a warranty of fitness, or whether the tug owners were only liable to supply a tug as reasonably fit as skill and care could make it.

144. ——. The owner of a tug which is engaged in a contract of towage cannot recover from the owner of a vessel which, by negligence, sinks the tow, the remuneration he would have received had the towage been completed (*Remorquage à Hélice* (*Société Anonyme de*) v. *Bennetts*, [1911] 1 K. B. 243; 80 L. J. K. B. 228).

144. ——. In *The Devonshire and St. Winifred*, [1913] P. 13; 82 L. J. P. 61, it was held that where the owner of goods in a barge, which had been lost in a collision due to the negligence of the owners of the tug, recovered damages against the owners of the tug, there was no implied agreement that the owners of the barge should indemnify the owners of the tug.

145. ——. In *The Maréchal Suchet*, [1911] P. 1; 80 L. J. P. 51, the owners of a tug contracted to tow a vessel from Falmouth to London. On the voyage the vessel stranded. The owners of the vessel did not plead negligence on the part of the tug. It was held that the owners of the tug, in the absence of proof that the stranding was not due to the inefficiency of the tug or the negligence of those in charge of her, could not recover for salvage services, nor could the master and crew of the tug. Other tugs of the same owners also rendered salvage services, and it was held that the owners could not recover for their services, but that the masters and crews of these latter tugs could recover for "engaged services." The owners of the tow counter-claimed for damages in respect of the stranding, and it was held that the special conditions in the contract of towage could be relied on by the owners of the tug as a defence to the counter-claim, though not so as to support their claim for salvage.

145. ——. A contract between a tug and a tow contained the following stipulations: "No cure, no pay; no claim to be made for salvage." On the voyage the master and crew of the tow declined to proceed owing to bad weather and other difficulties. The tug afterwards rendered services in the nature of salvage to the tow. It was held that the contract of towage had come to an end, and that the tug was therefore entitled to recover in respect of salvage (*The Glenmorven*, [1913] P. 141; 82 L. J. P. 113).

158. Town Planning.—As to town planning schemes, see the Housing, Town Planning, etc., Act, 1909, 9 Edw. VII. c. 44, secs. 54–67.

169. Traction Engines.—The Public Roads (Ireland) Act, 1911, 1 & 2 Geo. V. c. 45, ss. 2 to 8, deals with the weight and regulation of locomotives on highways in Ireland.

170. ——. Hauling wheat to a mill to be ground is not an "agricultural purpose" within sec. 17 of the Locomotives Act, 1898, and an engine so employed must be registered in the county through which it passes under sec. 9 (9) (*Hoddell* v. *Parker*, [1910] 2 K. B. 323; 79 L. J. K. B. 759).

170. ——. Where a notice has been placed on a bridge by the person liable to repair it that it is insufficient to carry weights beyond the ordinary traffic of the district under sec. 6 of the Locomotive Act, 1861, all persons are absolutely prohibited from taking locomotives across the bridge unless they obtain the consent of the surveyor or bridge master, or successfully appeal to the Local Government Board under sec. 7 (1) of the Locomotive Act, 1898 (*Sharpness New Docks and Gloucestershire* *and Birmingham Navigation Co.* v. *Worcester Corporation,* [1913] 1 K. B. 422; 82 L. J. K. B. 187).

172. Trade Marks.—The words "used or proposed to be used" in sec. 3 of the Trade Marks Act, 1905, refer to use in the United Kingdom. Therefore a firm who were under a contract to supply all the goods which were necessary for use in the United Kingdom to one firm which traded under its own name and used its own trade mark, were held not to be entitled to register a trade mark (*In re Neuchatel Asphalte Company's Application,* [1913] 2 Ch. 291; 82 L. J. Ch. 414).

174. ——. In *In re Smollen's Trade Mark,* 1912, 29 R. P. C. 158, the Court removed a trade mark from the register on the ground that there had been no *bona fide* user of it for fifty years, although the respondent was not before the Court and had not been served with notice of the application, owing to the fact that he could not be found.

174. ——. For many years the plaintiffs held a contract for the giving of firework displays at the Crystal Palace. During that time they registered the words "Crystal Palace" as a trade mark. It was held that their right to the trade mark was not determined by the fact that they ceased to hold the contract for such displays (*Brock* v. *Pain,* 1912, 105 L. T. 976).

176. ——. A company incorporated by Royal charter cannot register the words "Incorporated by Royal charter" as part of its name under sec. 9 (1) of the Act of 1905 (*In re Carron Co.,* 1910, 27 R. P. C. 412).

176. —— A mark which consists simply of the initials of the applicant should not as a rule be registered. Such a mark is not usually distinctive. The distinctiveness of a mark should be considered apart from the effects of registration. The time at which it should be considered whether a trade mark is registrable or not is the time when the application first comes before the Registrar under sec. 12 of the Act of 1905. The Registrar has a discretion which he must exercise judicially (*Registrar of Trade Marks* v. *Du Cros,* [1913] A. C. 624; 83 L. J. Ch. 1).

177. ——. The registration of the word "Health" as a trade mark to be used in connection with any article of food will not be allowed (*Thorne* v. *Sandow,* 1912, 106 L. T. 926).

177. ——. "Lactobacilline" was held to be registrable as an invented word, notwithstanding that the applicants had used it in connection with their business for some years before they applied to register it as a trade mark (*In re Société le Ferment's Application,* 1912, 81 L. J. Ch. 724).

178. ——. A trade mark may be registered, although it may also be registered as a design (*In re United States Playing-card Co.'s Application,* [1908] 1 Ch. 197; 77 L. J. Ch. 204).

178. ——. "Perfection" soap (*In re Crosfield,* [1910] 1 Ch. 130), "California Syrup of Figs" (*In re California Fig Syrup Co.,* [1910] 1 Ch. 130), "Orlwoola" woollen goods (*In re Brock,* [1910] 1 Ch. 130), and "Royal Worcester" corsets (*In re Royal Worcester Corset Co.,* [1909] 1 Ch. 459; 78 L. J. Ch. 309), "Diamine" dyes (*In re Cassella & Co.,* [1910] 2 Ch. 240; 79 L. J. Ch. 529), "Gramophone" speaking machines

(*In re Gramophone Co.*, [1910] 2 Ch. 423 ; 79 L. J. Ch. 658), "Pope" electric lamps (*In re Pope's Electric Lamp Co.*, [1911] 2 Ch. 382), have been refused registration under sec. 9 (5) of the Act of 1905. The following have been held registrable :—"Oswego" Prepared Corn and Cornflour (*In re National Starch Co.*, [1908] 2 Ch. 698 ; 78 L. J. Ch. 34) ; "Lawson-Tait" bedsteads, the mark having been applied to bedsteads of a pattern approved of by a physician of that name (*In re Whitfield's Bedsteads, Ltd.*, [1909] 2 Ch. 373 ; 78 L. J. Ch. 677) ; "Itala" motor cars (*In re Itala Fabrica di Automobili,* 1910, 27 R. P. C. 493) ; "Primus" stoves (*In re Aktiebolaget Hjorth*, [1910] 2 Ch. 64 ; 79 L. J. Ch. 488) ; see this last case as to the procedure in applications for registration under sec. 9 (5).

178. ——. In delivering judgment in two applications for the registration of surnames as trade marks under sec. 9 (5) of the Act of 1905, Joyce, J., said, "A mere surname of an individual applicant, though it may be adapted to distinguish the goods of all persons, taken collectively, who bear that surname from the goods of other persons bearing a different surname, is not adapted to distinguish the goods of the applicant from those of other persons within the meaning of that expression in the Act. Little or no mischief might result from the registration where the surname of the applicant is a very uncommon one, but, even if an uncommon one, it is impossible to say that there may not be others bearing it who may wish to use it in connection with similar goods" (*In re Lea's Application ; In re McEwen's Application,* [1912] 2 Ch. 32 ; 81 L. J. Ch. 489 (*In re Lea's Application* was affirmed in the Court of Appeal, [1913] 1 Ch. 446 ; 82 L. J. Ch. 241. See also *In re Benz's Application,* 1913, 108 L. T. 589. A surname is a word within sec. 9 (5) of the Act of 1905, and is registrable if it distinguishes the goods of the applicant from those of other persons. A surname, however, should only be registered in exceptional cases, of which the word "Teofani" is an example (*In re Teofani's Trade Mark,* [1913] 2 Ch. 545 ; 82 L. J. K. B. 490). In the same case it was held that where the Board of Trade has made an order under sec. 9 (5) directing the registrar to proceed with the registration of a mark as falling within any of the preceding paragraphs, the Court is not precluded from entertaining an application under sec. 35 for its removal on any ground which would have been open to the applicant apart from the order.

180. ——. As to sec. 19, see *In re Gutta-Percha and Rubber Manufacturing Co. of Toronto,* [1909] 2 Ch. 10 ; 78 L. J. Ch. 427.

181. ——. The putting of a Spanish name on to cigars not made in a Spanish-speaking country is not in itself calculated to deceive within sec. 11 of the Act of 1905 (*In re Van der Leeuw's Trade Mark,* [1912] 1 Ch. 40 ; 81 L. J. Ch. 100).

181. ——. "Royal Worcester" corsets was held to be calculated to deceive as suggesting Royal patronage (*In re Royal Worcester Corset Co.*, [1909] 1 Ch. 459; 78 L. J. Ch. 309); see also *In re Carron Co.*, 1910, 27 R.P. C. 412. "Diamine" dyes was also held calculated to deceive (*In re Cassella & Co.*, [1910] 2 Ch. 240 ; 79 L. J. Ch. 529).

185. ——. An innocent infringer who stops infringing as soon as he becomes aware of the fact is liable to a perpetual injunction, but not for damages or an account of profits : if, on a motion for an interim injunction, he offers to submit to a perpetual injunction and to pay costs up to date, the plaintiff will have to pay costs incurred subsequently (*Slazenger* v. *Spalding,* [1910] 1 Ch. 257 ; 79 L. J. Ch. 122).

186. ——. In an action for passing off, the plaintiff must be able to show a definite article or class of articles as and for which the defendant's article is alleged to be passed off, whether the complaint is that the goods are not the plaintiff's goods at all or whether it is that inferior goods of the plaintiff are being passed off as better goods of the plaintiff; he must also prove the defendant has taken a well-known description of the plaintiff's goods and so used it as to represent his goods as coming within that well-known description (*Hunt* v. *Ehrmann*, [1910] 2 Ch. 205; 79 L. J. Ch. 533).

186. ——. A person who sold "Apollinaris Salts" intended to be used for the "production of natural mineral waters," which salts were not made from the water sold by the plaintiff company, who had the sole right to sell Apollinaris water in the United Kingdom, was held not to have passed off the salts as having been obtained from Apollinaris water (*Apollinaris Co.* v. *Duckworth*, 1906, 22 T. L. R. 744).

186. ——. A trader who assigns the right to manufacture an article, but retains the goodwill in the trade name under which the article is sold, is entitled to an injunction against a trader who passes off his goods under the trade name (*Warwick Tyre Co.* v. *New Motor and General Rubber Co.*, [1910] 1 Ch. 248; 79 L. J. Ch. 177).

186. ——. An agent of a manufacturer of goods the get-up of which has been imitated cannot bring an action against the person so imitating the get-up, even if he is a sole agent (*Dental Manufacturing Co.* v. *De Trey*, [1912] 3 K. B. 76; 81 L. J. K. B. 1162).

186. ——. If a foreigner has acquired a reputation for his goods in this country, a foreign legislature or Court cannot deprive him of the benefit of the reputation or transfer it to another person (*Lecouturier* v. *Rey*, [1910] A. C. 262; 79 L. J. Ch. 394).

187. ——. In *Edge* v. *Nicholls*, [1911] A. C. 693; 80 L. J. Ch. 744, the plaintiffs were formerly the owners of a patent for attaching a stick to bags of laundry blue. This patent was revoked in 1891. The plaintiffs still continued to sell their blue in bags with a stick attached thereto. The plaintiffs' goods were sold without any name on them. The defendants put goods on the market with an exactly similar get-up, except that they put their name on them. It was held that the name was not a sufficient distinction, and that the defendants had no right to use the plaintiffs' get-up, of which the stick was a distinctive part, on the ground of the revoked patent or on the ground that the stick was a useful article.

187. ——. An individual who does not convey to a company any business or goodwill cannot, by promoting and registering it, convey to it the rights he would have had to trade in his own name (*Fine Cotton Spinners' and Doublers' Association* v. *Harwood, Cash & Co. Ltd.*, [1907] 2 Ch. 184; 76 L. J. Ch. 670). This case was followed in *Kingston Miller & Co.* v. *Kingston & Co.*, [1912] 1 Ch. 575; 81 L. J. Ch. 417.

187. ——. Where a trade mark which is harmless in itself is used as part of a get-up which is calculated to deceive, the Court, even if it grants an injunction restraining the use of the get-up, will not order the removal of the trade mark from the register (*Coleman* v. *Smith*, [1911] 2 Ch. 572; 81 L. J. Ch. 16).

Only under exceptional circumstances will the Court stay an account of profits in an action for passing off pending an appeal (*ibid.*).

189. ——. As to the unauthorised user of the Royal Arms in connection with a trade or business, see *Royal Warrant-Holders' Association* v. *Deane*, [1912] 1 Ch. 10; 81 L. J. Ch. 67.

190. Trade Secret.—After *Exchange Telegraph Co.* v. *Central News*, [1897] 2 Ch. 48, add *Exchange Telegraph Co.* v. *Howard*, 1906, 22 T. L. R. 375.

190. ——. The Court will restrain a servant, who has left his master's employment, from divulging information which has been communicated to him in confidence, or under an express or implied contract not to do so, and from making an improper use of information acquired during a confidential employment, or from using to his master's detriment knowledge surreptitiously obtained during the contract of service. In order to obtain an injunction restraining a late servant from divulging a secret process, it is not necessary to divulge the process to the Court, provided the Court is satisfied that such a process exists (*Amber Size and Chemical Co.* v. *Menzel*, [1913] 2 Ch. 239; 82 L. J. Ch. 573).

191. Trade Unions.—The Trade Union Act, 1913, 2 & 3 Geo. v. c. 30, alters the law with respect to the objects and powers of Trade Unions.

By sec. 1 the fact that a combination has under its constitution objects or powers other than statutory objects within the meaning of the Act, does not prevent the combination being a trade union for the purposes of the Trade Union Acts, 1871 to 1906, so long as the combination is a trade union as defined by the Act (see s. 2 *infra*), and, subject to the provisions of the Act as to the furtherance of political objects, any such trade union shall have power to apply the funds of the union for any lawful objects or purposes for the time being authorised under its constitution (subsec. (1)).

The expression "statutory objects" means the objects mentioned in sec. 16 of the Trade Union Act Amendment Act, 1876, namely, the regulation of the relations between workmen and masters, or between workmen and workmen, or between masters and masters, or the imposing of restrictive conditions on the conduct of any trade or business, and also the provision of benefits to members (subsec. (2)).

The expression "trade union" for the purpose of the Trade Union Acts, 1871 to 1906, and the present Act, means any combination, whether temporary or permanent, the principal objects of which are under its constitution statutory objects. Any combination which is for the time being registered as a trade union shall be deemed to be a trade union as defined by the Act so long as it continues to be so registered (s. 2 (1)). The Registrar of Friendly Societies is not to register any combination as a trade union unless in his opinion, having regard to the constitution of the combination, the principal objects of the combination are statutory objects, and may withdraw the certificate of registration of any such registered trade union if the constitution of the union has been altered in such a manner that, in his opinion, the principal objects of the union are no longer statutory objects, or if in his opinion the principal objects for which the union is actually carried on are not statutory objects (s. 2 (2)). Any unregistered trade union may, if they think fit, at any time without registering the union apply to the Registrar of Friendly Societies for a certificate that the union is a trade union within the meaning of this Act, and the Registrar, if satisfied, having regard to the constitution of the union and the mode in which the union is being carried on, that the principal objects of the union are statutory objects, and that the union is actually carried on for those objects, is to grant such a certificate, but the Registrar may, on an application made by any person to him for the purpose, withdraw any such certificate if satisfied, after giving the union an opportunity of being heard, that the certificate is no longer justified (s. 2 (3)). Any person aggrieved by the refusal of the Registrar to register a combination as a trade union, or to give a certificate that an unregistered trade union is a trade union within the meaning of the Act, or by the withdrawal under this section of a certificate of registration, or of a certificate that an unregistered union is a trade union within the meaning of this Act, may appeal to the High Court, or in Scotland to the Court of Session, within the time and in the manner and on the conditions directed by rules of court (s. 2 (4)). A certificate of the Registrar that a trade union is a trade union within the meaning of the Act is, so long as it is in force, conclusive for all purposes (s. 2 (5)). These rules, dated November 27, 1913, and contained in St. R. & O. 1913, No. 1274, are set out below.

The funds of a trade union must not be applied, either directly or in conjunction with any other trade union, association, or body, or otherwise indirectly, in the furtherance of the political objects to which this section applies (without prejudice to the furtherance of any other political objects), unless the furtherance of those objects has been approved as an object of the union by a resolution for the time being in force passed on a ballot of the members of the union taken in accordance with this Act for the purpose by a majority of the members voting, and where such a resolution is in force, unless rules, to be approved, whether the union is registered or not, by the Registrar of Friendly Societies, are in force providing —(*a*) That any payments in the furtherance of those objects are to be made out of a separate fund (referred to as the political fund of the union), and for the exemption in accordance with the Act of any member of the union from any obligation to contribute to such a fund if he gives notice in accordance with the Act that he objects to contribute ; and (*b*) That a member who is exempt from the obligation to contribute to the political fund of the union shall not be excluded from any benefits of the union, or placed in any respect either directly or indirectly under any disability or at any disadvantage as compared with other members of the union (except in relation to the control or management of the political fund) by reason of his being so exempt, and that contribution to the political fund of the union shall not be made a condition for admission to the union (s. 3 (1)).

If any member of a trade union alleges that he is aggrieved by a breach of any rule made in pursuance of this section, he may complain to the Registrar of Friendly Societies, who, after giving the complainant and any representative of the union an opportunity of being heard, may make such order for remedying the breach as he thinks just under the circumstances. Any such order of the Registrar is binding and conclusive on all parties without appeal and is not removable into any court of law or restrainable by injunction, and on being recorded in the county court, may be enforced as if it had been an order of the county court (s. 3 (2)).

The political objects to which this section applies are the expenditure of money—(*a*) on the payment of any expenses incurred either directly or indirectly by a candidate or prospective candidate for election to Parliament or to any public office, before, during, or after the election in connection with his candidature or election ; or (*b*) on the holding of any meeting or the distribution of any literature or documents in support of any such candidate or prospective candidate ; or (*c*) on the maintenance of any person who is a member of Parliament or who holds a public office ; or (*d*) in connection with the registration of electors or the selection of a candidate for Parliament or any public office ; or (*e*) on the holding of political meetings of any kind, or on the distribution of political literature or political documents of any kind, unless the main purpose of the meetings or of the distribution of the literature or documents is the furtherance of statutory objects within the meaning of this Act. The expression " public office " means the office of member of any county, county borough, district, or parish council, or board of guardians, or of any public body who have power to raise money, either directly or indirectly, by means of a rate (s. 3 (3)). A resolution under the section approving political objects as an object of the union takes effect as if it were a rule of the union and may be rescinded in the same manner and subject to the same provisions as such a rule (s. 3 (4)).

The provisions of the Act as to the application of the funds of a union for political purposes apply to a union which is in whole or in part an association or combination of other unions as if the individual members of the component unions were the members of that union and not the unions ; but nothing in the Act prevents any such component union from collecting from any of their members who are not exempt on behalf of the association or combination any contributions to the political fund of the association or combination (s. 3 (5)).

A ballot for the purposes of the Act is to be taken in accordance with rules of the union to be approved for the purpose, whether the union is registered or not, by the Registrar of Friendly Societies, but the Registrar shall not approve any such rules unless he is satisfied that every member has an equal right, and, if reasonably possible, a fair opportunity of voting, and that the secrecy of the ballot is properly secured (s. 4 (1)). If the Registrar of Friendly Societies is satisfied, and certifies, that rules for the purpose of a ballot under the Act or rules made for other purposes of the Act which require his approval, have been approved by a majority of members of a trade union, whether registered or not, voting for the purpose, or by a majority of delegates of such a trade union voting at a meeting called for the purpose, those rules have effect as rules of the union, notwithstanding that the provisions of the rules of the union as to the alteration of rules or the making of new rules have not been complied with (s. 4 (2)).

A member of a trade union may at any time give notice, in the form set out in the Schedule (see *infra*) or in a form to the like effect, that he objects to contribute to the political fund of the union, and, on the adoption of a resolution of the union approving the furtherance of political objects as an object of the union, notice must be given to the members of the union acquainting them that each member has a right to be exempt from contributing to the political fund of the union, and that a form of exemption notice can be obtained by or on behalf of a member either by application at or by post from the head office or any branch office of the union or the office of the Registrar of Friendly Societies. Any such notice to members of the union must be given in accordance with rules of the union approved for the purpose by the Registrar of Friendly Societies, having regard in each case to the existing practice and to the character of the union (s. 5 (1)). On giving notice of his objection to contribute, a member of the union is exempt, so long as his notice is not withdrawn, from contributing to the political fund of the union as from the first day of January next after the notice is given, or, in the case of a notice given within one month after the notice given to members under the section on the adoption of a resolution approving the furtherance of political objects, as from the date on which the member's notice is given (s. 5 (2)).

Effect may be given to the exemption of members to contribute to the political fund of a union either by a separate levy of contributions to that fund from the members of the union who are not exempt, and in that case the rules must provide that no moneys of the union other than the amount raised by such separate levy is carried to that fund, or by relieving any members who are exempt from the payment of the whole or any part of any periodical contributions required from the members of the union towards the expenses of the union, and in that case the rules must provide that the relief be given as far as possible to all members who are exempt on the occasion of the same periodical payment and for enabling each member of the union to know as respects any such periodical contribution, what portion, if any, of the sum payable by him is a contribution to the political fund of the union (s. 6).

FORM OF EXEMPTION NOTICE.

Name of Trade Union.

POLITICAL FUND (EXEMPTION NOTICE).

I hereby give notice that I object to contribute to the Political Fund of the Union, and am in consequence exempt, in manner provided by the Trade Union Act, 1913, from contributing to that fund.

A.B. .
Address
day of 19 .

THE TRADE UNION ACT RULES, 1913. DATED NOVEMBER 27, 1913.

1. All appeals to the High Court under sec. 2 (4) of the Trade Union Act, 1913, shall be brought in the Chancery Division of the High Court and shall be commenced by originating notice of motion within two months of the decision of the Registrar or within such further time as the Registrar or the Court may think fit to allow. And the Rules of the Supreme Court for the time being in force shall (except if and so far as otherwise provided by these Rules) apply to all proceedings on any such appeal.

2. The notice of motion shall be headed with a reference to the Trade Union Act, 1913, and also with a reference to the decision of the Registrar which is appealed against and shall contain or have scheduled or annexed thereto a concise statement of the grounds of the appeal, and no grounds other than those comprised in such statement shall (except with the leave of the Court and on such terms, if any, as the Court shall think just) be allowed to be taken by the appellant at the hearing of the motion.

3. The Court may at any stage of the motion direct that the same be served on any persons that the Court may think proper, Provided always that, except where the Trade Union or alleged Trade Union in question are themselves the appellants, such Trade Union or alleged Trade Union, or any person who appeared before the Registrar and in whose favour he

decided, shall (unless the Court shall otherwise order) be respondents or one of the respondents to the motion.

4. At any stage of the motion the Court may, if it shall appear to be expedient so to do, cause notice to be given by advertisement or otherwise of the time when the motion will be, or is likely to be, heard and disposed of, or otherwise make provision for enabling any persons interested in the Trade Union or alleged Trade Union in question or in the subject matter of the appeal to appear and be heard on the motion.

5. At any stage of the motion the Court may, if thought fit, give any such special directions for the hearing and disposal of the motion either on affidavit evidence or with witnesses or otherwise and generally at such time and in such manner as may be just and convenient.

6. In all proceedings on any such appeal the Court shall have all the powers vested by the Act in the Registrar, and may make any order which might or ought to have been made by the Registrar.

7. In all proceedings on any such appeal the costs of and incident thereto, including the costs of and incident to any proceedings before the Registrar, shall be in the discretion of the Court.

8. These Rules, which shall come into operation forthwith, may be cited as the Trade Union Act Rules, 1913.

191. ——. Trade unions having been recognised by the Legislature in a manner inconsistent with their criminality, they are impliedly outside the scope of the Unlawful Societies Act, 1799, and the Seditious Meetings Act, 1817 (*Luby* v. *Warwickshire Miners' Association*, [1912] 2 Ch. 371; 81 L. J. Ch. 741).

191. ——. A trade union by its rules combined trade union and friendly society benefits, but did not provide separate funds for the two objects. The branch committees had power to expel members for breach of orders with reference to their work. It was held that the union's main object was illegal at common law as being in restraint of trade, and that no action would lie against the union by a member for money alleged to be due to him under the rules (*Russell* v. *Amalgamated Society of Carpenters*, [1910] 1 K. B. 506; 79 L. J. K. B. 507). This decision was affirmed in the House of Lords; see [1912] A. C. 421; 81 L. J. K. B. 619. See also *Baker* v. *Ingall*, [1912] 3 K. B. 106; 81 L. J. K. B. 553.

192. ——. In *Gozney* v. *Bristol, West of England and South Wales Operative Trade and Provident Society*, the Court of Appeal held that none of the society's rules rendered it an illegal association at common law, and that a member could recover benefits; see [1909] 1 K. B. 901; 78 L. J. K. B. 616.

192. ——. A member of a trade union met with a serious accident, and received from the union £100 under an agreement by which he was bound to return the money if he returned to his trade, and by which the union had power to sue for the money in this event. The member did so return, and the union sought to recover the money. It was held that the agreement was forbidden under sec. 4 (3) (*a*) of the Trade Union Act, 1871 (heading (*c*) (1), on p. 192 of Vol. XIV.) (*Baker* v. *Ingall*, [1912] 3 K. B. 106; 81 L. J. K. B. 553).

192, 193. ——. *Rigby* v. *Connol*, 14 Ch. D. 482, and *Chamberlain's Wharf* v. *Smith*, [1900] 2 Ch. 605, were distinguished in *Osborne*

v. *Amalgamated Society of Railway Servants*, [1911] 1 Ch. 540; 80 L. J. Ch. 315, where it was held, on the construction of the defendant society's rules, that the society was not illegal at common law, and that the action was not a proceeding instituted with the object of directly enforcing an agreement for the application of the funds of the union to provide benefits to members.

193. ——. The decision in *Osborne* v. *Amalgamated Society of Railway Servants*, 24 T. L. R. 827, was reversed in the Court of Appeal and the House of Lords, *Steele* v. *South Wales Miners' Association*, [1907] 1 K. B. 361, being overruled. See [1910] A. C. 87; 79 L. J. Ch. 87.

The principle of this case was extended in *Wilson* v. *Amalgamated Society of Engineers*, [1911] 2 Ch. 324; 80 L. J. Ch. 469, in which it was held that a compulsory levy with the object of securing representation on local bodies, not being boards of guardians, is illegal. The question whether a voluntary levy is legal or not was left open. The decision applies irrespective of whether the trade union is registered under the Acts of 1871 and 1876 or not (*Wilson* v. *Scottish Typographical Association*, [1912] S. C. 534).

193. ——. A certificate of registration of a trade union can be relied on until it has been cancelled in accordance with the provisions of sec. 8 of the Trade Union Act, 1876, although one of the objects of the union has been declared to be illegal (*Parr* v. *Lancashire and Cheshire Miners' Federation*, [1913] 1 Ch. 366; 82 L. J. Ch. 193).

194. ——. The decision in *Cope* v. *Crossingham*, [1908] 2 Ch. 624, was affirmed in the Court of Appeal, see [1909] 2 Ch. 148; 78 L. J. Ch. 615.

195. ——. An unregistered trade union can be used in a representative action. Where the president, vice president, secretary, and treasurer were sued it was held that they sufficiently represented the whole body for the purposes of the action (*Parr* v. *Lancashire and Cheshire Miners' Federation*, [1913] 1 Ch. 366; 82 L. J. Ch. 193).

196. ——. Section 4 of the Act of 1906 is not retrospective (*Smithies* v. *National Association of Operative Plasterers*, [1909] 1 K. B. 310; 78 L. J. K. B. 259).

196. ——. Section 4 (1) of the Trade Union Act, 1906, applies to every tortious Act, and not merely for those done in furtherance of a trade dispute (*Vacher* v. *London Society of Compositors*, 1912, 57 S. J. 75).

196. ——. Section 4 of the Trade Disputes Act, 1906, does not prevent a member of a trade union bringing an action against the union for misapplication of the funds of the union, or for illegal expulsion, (*Parr* v. *Lancashire and Cheshire Miners' Federation*, [1913] 1 Ch. 366; 82 L. J. Ch. 193).

196. ——. The effect of sec. 4 (1) of the Trade Disputes Act, 1906, is that no action can be entertained by any Court in respect of any tortious act committed by or on behalf of a trade union, whether such act is committed in furtherance or contemplation of a trade dispute or not (*Vacher* v. *London Society of Compositors*, [1912] A. C. 107; 82 L. J. K. B. 232).

196. ——. The decision in *Conway* v. *Wade*, 24 T. L. R. 874, was reversed in the House of Lords, see [1909] A. C. 506 ; 78 L. J. K. B. 1025.

196. ——. A trade union is entitled to the protection of the Trade Disputes Act, 1906, even if its rules provide for a fund of the kind declared to be illegal in *Osborne* v. *Amalgamated Society of Railway Servants* (*supra*) (*Gaskell* v. *Lancashire and Cheshire Miners' Federation*, 1912, 56 S. J. 719).

197. ——. The combined effect of secs. 7 and 9 of the Conspiracy and Protection of Property Act, 1875, is that where a person appears before a court of summary jurisdiction charged with an offence under sec. 7, and declares that he objects to being tried summarily for such offence, the court of summary jurisdiction must deal with the case in all respects as if the person were charged with an indictable offence and not an offence punishable by summary jurisdiction (*R.* v. *Mitchell ; Ex parte Livesey*, [1913] 1 K. B. 561 ; 82 L. J. K. B. 153).

199. Tramway.—In a contract for advertisements on "regular running" cars, the expression "regular running" cars means cars which are part of the effective rolling stock, and includes cars withdrawn for repairs and repainting (*Griffiths and Millward* v. *Southampton Corporation*, 1906, 4 L. G. R. 316 ; 70 J. P. 179).

203. ——. Section 28 imposes no duty on a tramway company to remove snow if the removal is in the nature of cleansing or for the convenience of traffic as distinguished from snow which obstructs traffic (*Acton Urban Council* v. *London United Tramways Co.*, [1909] 1 K. B. 68 ; 78 L. J. K. B. 78).

205. ——. As to the meaning of "additional expense or repair, etc." of gas mains and pipes, and of "work whereby the traffic on the tramway will be interrupted," in sec. 32 of the Tramways Act, 1870, see *Bristol Gas Co.* v. *Bristol Tramways and Carriage Co.*, [1910] 1 K. B. 114 ; 79 L. J. K. B. 219).

210. ——. A condition by a local authority limiting their liability for injury to passengers in consideration of carrying passengers at less than the maximum authorised fares is invalid (*Clarke* v. *West Ham Corporation*, [1909] 2 K. B. 858 ; 79 L. J. K. B. 56).

210. ——. Where a by-law required passengers to get off by the hindermost platform, it was held that the word "hindermost" meant hindermost with reference to the journey of the passengers. Therefore a passenger who, after a tramcar has reached the terminus, gets off what has been the foremost platform during the journey, commits a breach of the by-law (*Monkman* v. *Stickey*, [1913] 2 K. B. 377 ; 82 L. J. K. B. 992).

215. Transvaal.—By the South Africa Act, 1909, 9 Edw. VII. c. 9, the Colonies of the Cape of Good Hope, Natal, the Transvaal and the Orange River Colony are united in a Legislative Union, under one Government, under the name of the Union of South Africa, as from May 31, 1910. (See Proclamation of December 2, 1909.)

247. Trent.—See the Trent Rules, 1910 (St. R. & O. No. 833), for the prevention of collisions on the river Trent.

248. Trespass to Goods.—An action of trespass lies for levying execution under a writ of *fi. fa.* after the payment of the debt and costs without proof of malice (*Clissold* v. *Cratchley*, [1910] 2 K. B. 244; 79 L. J. K. B. 635).

253. Trial.—*Wolfe* v. *De Braam*, 1899, 81 L. T. 533, was considered in *Kelsey* v. *Donne*, [1912] 2 K. B. 482; 81 L. J. K. B. 503. In that case an order was made on a summons under Order XIV. that the defendant should have unconditional leave to defend, and that the action should be tried by a Judge. The defendant not having appealed against that order, it was held that he could not apply under Order XXXVI. r. 8 for a trial with a jury.

263. ——. A company let houses to its employees. The men were paid fortnightly, and on each payment signed receipts containing a clause authorising the company to deduct the rent for their houses from their future wages. The receipt also contained the following: "In the event of my leaving your employment I authorise you to retain whatever moneys are in your hands until I remove from your house." The employees left owing to a strike, and the company withheld from each employee a sum of money against what might become due for the occupation of the houses. It was held that the contract and the retaining of the wages were illegal under secs. 2 and 3 of the Truck Act, 1831, and that they did not fall within the exception mentioned in sec. 23 of that Act, on the ground that the tenancy determined with the employment, and that therefore any sums due after the employment ceased were not rent but damages for illegal occupation (*Summerlee Iron Co.* v. *Thomson* [1913] S. C. (J) 34).

274. Trusts; Trustees.—*In re Hawthorne*, 23 Ch. D. 743, was followed in *Deschamps* v. *Miller*, [1908] 1 Ch. 856; 77 L. J. Ch. 416.

275. ——. After *Hill* v. *Cooke*, L. R. 6 H. L. 265, add a reference to *Ebbern* v. *Fowler*, [1909] 1 Ch. 578; 78 L. J. Ch. 497, and *In re Eve; Edwards* v. *Burns*, [1909] 1 Ch. 796; 78 L. J. Ch. 388.

276. ——. After *In re Bridger*, [1894] 1 Ch. 297, add a reference to *In re Harris; Harris* v. *Harris*, [1912] 2 Ch. 241; 81 L. J. Ch. 512.

277. ——. After *In re Wood; Tullett* v. *Colville*, [1894] 3 Ch. 181, add a reference to *In re Bewick; Ryle* v. *Ryle*, [1911] 1 Ch. 116; 80 L. J. Ch. 47.

280. ——. A testator directed his trustees to pay the income of a certain fund to his son for life, but provided that such life-interest should determine if the son should have his affairs liquidated by arrangement or composition, or do or suffer something whereby the income or some part thereof would, if belonging to him, absolutely become payable to some other person. A receiving order was made against the son, but, on a scheme being approved by the Court, was discharged. Eve, J., held that the scheme of arrangement made with the creditors was not an arrangement or composition of the kind contemplated by the testator, but that the receiving order had operated so as to make part of the income payable to some other person. The question whether the same result would have been arrived at had no income come into the hands of the trustees during the currency of the receiving order was left open (*In re Laye Turnbull* v. *Laye*, [1913], 1 Ch. 298 ; 82 L. J. Ch. 218.)

280. ——. As to forfeiture on the beneficiary doing anything to deprive himself of the income, see *In re Mair ; Williamson* v. *French*, [1909] 2 Ch. 280 ; 78 L. J. Ch. 711.

281. ——. Line 16, *for* " Godfrey," *read* " Godefroi."

286. ——. Where land was conveyed to trustees for the benefit of A for life and after her death for the benefit of such persons as A should by will appoint and in default of appointment " for the heir at law " of A, it was held that, in default of appointment, the heir at law of A took a life-interest and that there was a resulting trust in favour of the settlor (*In re Davison's Settlement ; Davison* v. *Munby*, [1913] 2 Ch. 498).

289. ——. In *In re Beaumont ; Bradshaw* v. *Packer*, [1913] 1 Ch. 325 ; 82 L. J. P. 183, a share of a testator's residuary estate was given upon trust to a daughter of the testator on the same trusts and subject to the same powers as her marriage settlement. Under the circumstances of the case the terms of the settlement were read into the will, and it was held that there was no accretion to the funds of the settlement.

290. ——. Line 3, *for* " 846," *read* " 946."

306. ——. Where a trustee covenants to repay money " as such trustee but not otherwise " he does not thereby become personally liable, and the covenant can only be enforced out of money which comes into his hands as trustee (*In re Robinson's Settlement ; Gant* v. *Hobbs*, [1912] 1 Ch. 717 ; 81 L. J. Ch. 393).

306. ——. In *Matthews* v. *Ruggles Brise*, [1911] 1 Ch. 194 ; 80 L. J. Ch. 42, two partners, at the request of all the other partners, accepted a lease of the partnership premises in trust for the partnership. Afterwards the assets and liabilities were sold to a company which agreed to indemnify the partnership and the partners against all liabilities. After the lapse of some years the company became insolvent, and the landlord sued the executors of the surviving trustee for arrears of rent and damages for breach of covenant. The executors having settled the action were held entitled to contribution from the executors of the other deceased trustee in proportion to his share in the partnership.

307. ——. Under the Finance (1909–10) Act, 1910, there is no obligation on trustees of a settled land to check the provisional valuations made by the commissioners, but in certain cases, as for instance a building estate, the Court will give the trustees liberty to take reasonable steps to test the valuations made under the Act (*In re Smith-Bosanquet's Settled Estates*, 1912, 107 L. T. 191).

308. ——. The rule laid down in *Wilkinson* v. *Malin*, 1832, 2 Tyrw. 544, that in the administration of public trusts the act of the majority is the act of the whole body of trustees, applies to all charitable trusts (*In re Whiteley*, [1910] 1 Ch. 600 ; 79 L. J. Ch. 405).

310. ——. Where there is no special reason to the contrary, a power to invest implies a power to vary investments (*In re Pope's Contract*, [1911] 2 Ch. 442 ; 80 L. J. Ch. 692).

311. ——. A power to invest in "any company in the United Kingdom" includes a company having its head office in the United Kingdom, but owning property and carrying on business abroad (*In re Hilton; Gibbes* v. *Hale-Hilton*, [1909] 2 Ch. 548; 79 L. J. Ch. 7).

311. ——. A power to invest in "preference stock of any railway or other company in the United Kingdom" was held not to authorise the trustees to invest in fully paid preference shares of a joint-stock company (*In re Willis; Spencer* v. *Willis*, [1911] 2 Ch. 563; 81 L. J. Ch. 8).

311. ——. If a tenant for life reaps an increased advantage from an unauthorised investment, he is not liable to make good the excess of income to the capital fund, if that fund has not been depreciated. It is immaterial whether the tenant for life is also a trustee or not (*In re Hoyles; Row* v. *Jagg* (No. 2), [1912] 1 Ch. 67; 81 L. J. Ch. 163).

312. ——. A power to invest in the securities of "any British colony or dependency" does not extend to the securities of one of the provinces of the Dominion of Canada (*In re Maryon-Wilson's Estate*, [1912] 1 Ch. 55; 81 L. J. Ch. 73).

316. ——. Where a tenant for life directs trustees to purchase stock on which a dividend has been declared but not paid, he is not entitled to the dividend (*In re Peel's Settled Estates*, [1910] 1 Ch. 389; 79 L. J. Ch. 233).

316. ——. As to trusts for sale, see further *sub tit.* VENDOR AND PURCHASER herein.

317. ——. In *In re Cooke's Settlement; Tarry* v. *Cooke*, [1913] 2 Ch. 661, there was a trust to sell leaseholds, coupled with an absolute discretion on the part of the trustees to sell as and when they thought fit. The leaseholds being difficult to sell, the Court sanctioned a scheme for appropriation *in specie*.

320. ——. See *Catterson* v. *Clark*, 1906, 95 L. T. 42, where trustees were allowed the costs of appearing on an appeal.

320. ——. By sec. 8 of the Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, until the appointment of new trustees, the personal representatives or representative for the time being of a sole trustee, or, where there were two or more trustees, then, of the last surviving or continuing trustee, is capable of exercising or performing any power or trust which was given to, or capable of being exercised by, the sole or last surviving or continuing trustee. The section takes effect subject to any direction to the contrary in the instrument creating the power or trust, and applies only to trusts constituted after or created by instruments coming into operation after December 31, 1881. "Personal representative" here means an executor (original or by representation) or administrator, but does not include an executor who has renounced or has not proved. The section does not apply to land of copyhold or customary tenure vested in the tenant on the Court rolls on trust.

321. ——. Line 33, *for* "1886, 34 Ch. D.," *read* "1883, 24 Ch. D."

321. ——. The donee of a power of appointing new trustees may exercise the power, after the trust estate has become vested in the personal representatives of the surviving trustee under sec. 30 (1) of the Conveyancing and Law of Property Act, 1881 (*In re Routledge; Saul* v. *Routledge*, [1909] 1 Ch. 280; 78 L. J. Ch. 136).

324. ——. Line 9, *for* "230," *read* "203."

325. ——. The dictum of Jessel, M.R., in *Steed* v. *Preece*, L. R. 18 Eq. 192, 197, was followed in *Burgess* v. *Booth*, [1908] 2 Ch. 648; 78 L. J. Ch. 32, where it was held that where the Court rightfully directs the conversion of realty for a particular purpose the realty is converted for all purposes, and the heir-at-law cannot have the surplus proceeds reconverted.

325. ——. As to the conversion of an infant's share of a fund in Court representing the proceeds of a sale ordered by the Court, see *Hopkinson* v. *Richardson*, [1913] 1 Ch. 284; 82 L. J. Ch. 211, cited *sub tit.* CONVERSION herein.

326. ——. For the provisions of the Larceny Act, 1901, which deals with fraudulent misappropriation by a person entrusted with money or valuables, see DIRECTION IN WRITING, Vol. IV. p. 569, and herein.

326. ——. As to the liability of a trustee for money left in the hands of a third party under sec. 17 (3) of the Trustee Act, 1893, see *In re Sheppard; De Brimont* v. *Harvey*, [1911] 1 Ch. 50; 80 L. J. Ch. 52).

326. ——. Where a trustee invests trust money in his own business and new trustees accept a composition which is approved by the Court, the defaulting trustee's debt to the estate is released (*In re Sewell; White* v. *Sewell*, [1909] 1 Ch. 806; 78 L. J. Ch. 432).

327. ——. The two-thirds rule is not conclusive, and a trustee must still act as a prudent man, having regard to the nature of the property (*Shaw* v. *Cates*, [1909] 1 Ch. 389; 78 L. J. Ch. 226).

327. ——. There is no fixed rule that trustees must not advance more than one-half of the value of business premises on mortgage, but if the circumstances are such that the security depends on the continuance of the business, the trustees ought not to advance more than one-half (*Palmer* v. *Emerson*, [1911] 1 Ch. 758; 80 L. J. Ch. 418).

Section 8 of the Trustee Act, 1893, is intended to be in relief of trustees, and does not impose an absolute duty on them have a valuation (*ibid.*).

327. ——. When trustees purpose to lend money on the security of land on which they are allowed to advance money, and employ a valuer under sec. 8 (1) of the Act of 1893, they are entitled to assume that he will discover all the necessary facts for himself, and need not investigate the facts themselves, as they were bound to do formerly.

The words in the same subsection, "instructed and employed independently of any owner of the property," mean that the relation existing between employer and employed must exist as between the trustees and the valuer, and between them only; that the valuer must be entitled to look for his remuneration to the person who employs him, and, on the other hand, must be responsible to that person only for the due performance of his duty as valuer. It is not incumbent on the trustee to enquire into all the previous transactions of the valuer and to find out whether he has at any time previously advised or acted for the mortgagor. He must in the matter be instructed independently of the mortgagor.

Trustees who are authorised to lend money on leasehold property may lend it on such property which is cottage property, let on weekly tenancies; the amount must, however, depend on the facts of each case.

Valuers employed under the Act should advise the trustees as to the actual value of the property, and also as to what is the proportion which they can properly advance, but in following such advice the trustees must not exceed the limit set by sec. 8 (1) of the Act of 1893 (*In re Solomon; Nore* v. *Meyer*, [1912] 1 Ch. 261; 81 L. J. Ch. 169; [1913] 1 Ch. 200; 82 L. J. Ch. 160).

328. ——. *In re Whiteford*, [1903] 1 Ch. 889, was overruled in *In re Davy; Hollingworth* v. *Davy*, [1908] 1 Ch. 61; 77 L. J. Ch. 67, in which case interest was calculated at 4 per cent.; both the above, however, were hotchpot cases.

332. ——. A trustee who was authorised to employ agents and who gave cheques to a solicitor acting for the estate in payment of death duties which the solicitor converted to his own use, was held entitled to relief under sec. 3 of the Judicial Trustees Act, 1896, in *In re Mackay; Griessemann* v. *Carr*, [1911] 1 Ch. 300; 80 L. J. Ch. 237).

336. ——. *In re Alison*, 1879, 11 Ch. D. 284, was followed in *In re Metropolis & Counties Permanent Investment Building Society*, [1911] 1 Ch. 698; 80 L. J. Ch. 387.

337. ——. Where an average adjuster instructed a firm of shipping agents to realise the cargo of a ship and to settle for the salvage, the shipping agents were held not to be express trustees of the balance remaining in their hands, and in such a case the Statute of Limitations barred the action (*Henry* v. *Hammond*, [1913] 2 K. B. 515; 82 L. J. K. B. 575).

338. ——. The payment of interest by a trustee is not an acknowledgment amounting to a promise to pay previous interest (*In re Fountaine; Fountaine* v. *Amherst*, [1909] 2 Ch. 382; 78 L. J. Ch. 648).

340. ——. The Public Trustee has impliedly full power when appointed to hold trust property of any description (*In re Leslie's Hassop Estates*, [1911] 1 Ch. 611; 80 L. J. Ch. 486).

340. ——. Section 3 of the Public Trustee Act, 1906, does not apply to trusts created by settlements but only to the estates of deceased persons. The gross value of the estate is to be taken at the date of the application to the Public Trustee, and not at the date of the death (*In re Deveraux; Toovey* v. *Public Trustee*, [1911] 2 Ch. 545; 80 L. J. Ch. 705).

340. ——. The Post Office Savings Bank (Public Trustee) Act, 1908, 8 Edw. vii. c. 52, allows the Public Trustee to have more than one account in the Post Office Savings Bank, but he must not open more than one account in relation to any one trust.

A person receiving benefits from an account standing in the name of the Public Trustee may nevertheless open an account in his own name.

341. ——. Under sec. 5 of the Public Trustee Act, 1906, 6 Edw. VII. c. 55, the Court may appoint the Public Trustee as sole trustee notwithstanding a provision in the settlement that there should be no less than three trustees, and in such cases the settlement must be read as authorising the payment of capital moneys under the Settled Land Acts to a sole trustee (*In re Leslie's Hassop Estates*, [1911] 1 Ch. 611; 80 L. J. Ch. 486).

341. ——. The Court has power to appoint the Public Trustee to take the place of a judicial trustee who is retiring (*In re Johnston; Mills* v. *Johnston*, 1912, 105 L. T. 701).

341. ——. It is doubtful whether a beneficiary can oppose the appointment of the Public Trustee solely on the ground of expense, but even if he can, such ground will not be considered material unless the expense is exceptional or disproportionate to the value of the estate (*In re Firth; Firth* v. *Loveridge*, [1912] 1 Ch. 806; 81 L. J. Ch. 539).

341. ——. The appeal allowed by sec. 10 of the Public Trustee Act, 1906, 6 Edw. VII. c. 55, applies to all decisions by the Public Trustee given in his judicial capacity, and therefore a person ordered to pay the costs of an audit of trust accounts under sec. 13 has a right of appeal. It is doubtful whether an appeal lies from his decision in his administrative capacity.

Before ordering a party to pay the costs of an audit under sec. 13, the Public Trustee should hear the party should he desire to be heard.

On the hearing of an appeal under sec. 10, the Court may ask the Public Trustee to state his reasons for his decision, but he should not be made a party to the appeal (*In re Oddy*, [1911] 1 Ch. 532; 80 J. L. Ch. 404).

341. ——. If a beneficiary insists on an audit in a case where the trust funds have been properly invested, and after he has been given all reasonable information, the Public Trustee is justified in making him pay the costs of the audit (*In re Utley; Russell* v. *Cubitt*, 1912, 106 L. T. 858).

342. ——. In the note the reference to the Conveyancing and Law of Property Act, 1881, should be to the Trustee Act, 1893, which repeals and re-enacts the relevant provisions of the former Act.

342. ——. The Public Trustee Rules, 1907, are rescinded by the Public Trustee Rules, 1912 (St. R. & O. 1912, No. 348). See also the Public Trustee (Fees) Order, 1912 (St. R. & O. 1912, No. 417).

343. (*et seq.*) In the precedents relating to the appointment of new trustees, the wide terms in which by Section 12 (1) of the Trustee Act, 1893, the vesting declaration can under the authority of that section be made have not been adopted, as it is considered that a declaration in such wide terms should be used only after careful consideration of its effect in each particular case. The form given is safer and less likely to lead to confusion. In complicated cases, and especially where the trust property cannot definitely be ascertained, the use of the statutory form might lead to unexpected results. For instance, Section 12 (3) of the Act does not extend to the legal estate in copyholds. A general vesting declaration might therefore vest the equitable estate in copyholds in the new trustees, which would give rise to confusion for the equitable estate, should be, and of course usually is, vested in the *cestui que* trust. Again, where property has been conveyed away wrongfully out of the old trustees, or even if not wrongfully, has passed out of their control, the statutory form might be held to vest it in the new trustees, imposing on them a greater burden than they intended to assume, even to the extent, in some cases, of involving them in possible litigation. Reference should also be made to the definition of land in Section 50 of the Act of 1893.

344. ——. Precedent III. Note that the Conveyancing and Law of Property Act, 1881, is superseded by the Trustee Act, 1893.

347. ——. Precedent V. The title of this Precedent should refer to power given in the principal indenture, and not to the statutory power.

353. ——. Line 4 from foot, *for* "and the said [*appointor*] accordingly declares," *read* "and the said [*appointor*], [*retiring trustee*], and [*continuing trustees*] accordingly declare."

355. Turbary.—See COMMON herein.

356. ——. An action for trespass will lie for damage caused by the cattle of the owner of the soil and freehold of a bog to turf which has been cut and spread on a part of the bog, which is not fenced from the rest of the bog, by a person who has a right of turbary, in a case where the owner of the freehold depastures the cattle without taking precautions to prevent them from injuring the turf (*Cronin* v. *Connor*, [1913] 1 I. R. 119).

356. Tyne.—To the cases cited add *The Skipsea*, [1905] P. 32; 74 L. J. P. 34.

358. Uganda Protectorate.—The order of 1902 is amended by the Uganda Orders in Council, 1911 (St. R. & O. 1911, No. 237), and 1912 (St. R. & O. 1912, No. 85).

358. ——. Appeals from the High Court of Uganda are now regulated by the Eastern African Protectorates (Court of Appeal) Order of 1909 (St. R. & O. 1909, No. 198), and to the Privy Council by the Eastern African Protectorates (Appeal to Privy Council) Order, 1909 (St. R. & O. 1909, No. 199).

358. ——. The East Africa and Uganda (Currency) Order, 1905, is amended by the East Africa and Uganda (Currency) Order, 1910 (St. R. & O. 1910, No. 1107) and that of 1911 (St. R. & O. 1911, No. 94).

359. ——. The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909.

359. Ultra Vires.—See also BUILDING SOCIETIES herein.

360. ——. A claim by the executors of a person entitled to an annuity against the person to whom it has been paid by mistake is a common-law demand for money had and received, and is barred by the lapse of six years (*In re Robinson ; M'Laren* v. *Robinson,* [1911] 1 Ch. 502 ; 80 L. J. Ch. 381).

362. ——. A company borrowed money by issuing £10 bonds which they promised to redeem exclusively out of profits, and also to pay the holders a bonus of £25 for each bond, also payable out of profits. A proposal to extinguish the liability to pay the bonus by the issue of 20 fully paid shares for each bond was held *ultra vires* (*Famatina Development Corporation* v. *Bury,* [1910] A. C. 439; 79 L. J. Ch. 597).

362. ——. *Trevor* v. *Whitworth,* 1887, App. Cas. 409 ; 57 L. J. Ch. 28, was applied *In re Irish Provident Assurance Co.*, [1913] 1 I. R. 352, in which case it was held that it was *ultra vires* for a company to advance money to a director for the purpose of purchasing shares in the company.

364. ——. A railway company which has acquired a dock undertaking may supply the dock with water obtained from land acquired for the railway undertaking although the Act authorising the acquisition of the dock provides that no provision of Acts which applies exclusively to one undertaking should apply to the other (*Att.-Gen.* v. *North-Eastern Rly. Co.*, [1906] 2 Ch. 675 ; 75 L. J. Ch. 5).

364. ——. A contract by a railway company to remove a station from one spot to another is *ultra vires* if the company is under a statutory obligation, inserted to protect an adjoining owner, to maintain the station on its existing site (*Corbett* v. *South-Eastern and Chatham Rly.*, [1906] 2 Ch. 12 ; 75 L. J. Ch. 489).

365. ——. A local authority may contract not to use statutory permissive powers on land acquired by it provided the contract does not prevent the land from being used for the purpose for which it was acquired (*Stourcliffe Estate Co.* v. *Bournemouth Corporation,* [1910] 2 Ch. 12 ; 79 L. J. Ch. 455).

365. ——. A local authority cannot use land acquired under one Act of Parliament for purposes sanctioned by another Act (*Att.-Gen.* v. *Pontypridd Urban Council,* [1906] 2 Ch. 257 ; 75 L. J. Ch. 578).

365. ——. Where a clerk employed by a Building Society is granted a pension on retiring, he cannot prove for the capital value thereof in the winding up of the Society, if he has been employed in business which is *ultra vires* (*In re Birkbeck Permanent Benefit Building Society,* [1913] 1 Ch. 400 ; 82 L. J. Ch. 232).

368. Underlease.—After *Humphreys* v. *Morten,* [1905] 1 Ch. 739, add a reference to *Matthews* v. *Smallwood,* [1910] 1 Ch. 777 ; 79 L. J. Ch. 322.

370. Undue Influence.—The decision in *Barron* v. *Willis,* [1899] 2 Ch. 578, was approved in *Howes* v. *Bishop,* [1909] 2 K. B. 390 ; 78 L. J. K. B. 796.

372. Unemployed Workmen.—The Act of 1905 is extended until December 31, 1912, by the Expiring Laws Continuance Act, 1911.

374. ——. The Regulations (Organisation for Unemployed), 1905, are amended by Regulations of 1908 (St. R. & O. 1908, p. 1000).

379. Union of Benefices.—For the effect of the union of benefices on advowsons, see *Elcho* v. *Andrews*, [1910] 1 Ch. 706 ; 79 L. J. Ch. 586.

391. Universities.—See also University of Durham Act, 1908, 8 Edw. VII. c. 20.

418. Vagabond; Vagrant.—In order to constitute the offence numbered 11 in the text the accused must be found on the premises doing some act which amounts to an unlawful purpose, but he need not be apprehended on the premises (*Moran* v. *Jones*, 1911, 104 L. T. 921).

418. ——. In order to support a conviction under sec. 1 (1) (*b*) of the Vagrancy Act, 1898, of a male person for persistently soliciting or importuning for immoral purposes in a public place it is not necessary to prove that the persons solicited were aware of the solicitations when the solicitations consist in conduct and actions (*Horton* v. *Mead*, [1913] 1 K. B. 154 ; 82 L. J. K. B. 200).

418. ——. A person who has been convicted twice of being an idle and disorderly person under sec. 3 of the Vagrancy Act, 1824, cannot be convicted under sec. 5 as an incorrigible rogue; he must have been previously convicted as a rogue and vagabond (*R.* v. *Johnson*, [1909] 1 K. B. 439 ; 78 L. J. K. B. 290).

418. ——. A prisoner who is convicted under Section 1 (1) (*b*) of the Vagrancy Act, 1898, of importuning for immoral purposes, after a previous conviction as a rogue and vagabond, is punishable under Section 10 of the Vagrancy Act, 1824, and may be sentenced to be whipped in addition to imprisonment (*R.* v. *Herion*, [1913] 1 K. B. 284; 82 L. J. K. B. 82).

418. ——. In sec. 1 (3) of the Vagrancy Act, 1898, the words " and has no visible means of subsistence " are repealed, and the words " or is proved to have exercised control, direction or influence over the movements of a prostitute in such a manner as to show that he is aiding, abetting or compelling her prostitution with any other person or generally " are substituted (Criminal Law Amendment Act, 1912, 2 & 3 Geo. v. c. 20 s. 7 (1)).

The period of imprisonment with hard labour to which a person deemed to be a rogue and vagabond under the Vagrancy Act, 1898, is liable to be sentenced is increased to six months, but such a person is not liable to be dealt with as an incorrigible rogue within the meaning of the Vagrancy Act, 1824. Except as stated above the subsection does not affect the powers of a Court of summary jurisdiction to deal with a person deemed to be a rogue and vagabond under the Vagrancy Act, 1898, anything in any other Act to the contrary notwithstanding (*ibid.* s. 7 (2)).

The Vagrancy Act, 1908, as amended by the present Act is extended to Ireland, except that the words "be deemed a rogue and vagabond within the meaning of the Vagrancy Act, 1824, and be liable to be dealt with accordingly" are altered to "be liable on summary conviction to imprisonment for a term not exceeding six months with hard labour" (*ibid.* s. 7 (3)).

Every female who is proved to have, for the purposes of gain, exercised control, direction, or influence over the movements of a prostitute in such a manner as to show that she is aiding, abetting, or compelling her prostitution with any person, or generally, is guilty of an offence under the Vagrancy Act, 1898, and that Act as amended and extended by the present Act, applies accordingly (*ibid.* s. 7 (4)).

A person charged with an offence under the Vagrancy Act, 1898, may, instead of being proceeded against in England as a rogue and vagabond, or in Ireland summarily, be proceeded against on indictment, and on conviction on indictment is liable to imprisonment with or without hard labour, for a term not exceeding two years, and, in the case of a second or subsequent conviction, such second or subsequent conviction being on indictment, the Court may, in addition to any term of imprisonment awarded, sentence the offender, if a male, to be once privately whipped. The number of strokes and the instrument are to be specified in the sentence (*ibid.* s. 7 (5)).

The wife or the husband of a person charged with an offence under the Vagrancy Act, 1898, may be called as a witness either for the prosecution or the defence and without the consent of the person charged, but this provision is not to affect a case where the wife or husband of a person charged with an offence may at common law be called as a witness without the consent of that person (*ibid.* s. 7 (6)).

429. Vendor and Purchaser.—Line 15, *for* "19," *read* "29."
Thorne v. *Thorne* is also reported at [1893] 3 Ch. 196.

430. ——. Where probate is granted to one or some of several persons named as executors, and power is reserved to the other or others to prove, the proving executor or executors may sell, transfer, or dispose of the real estate, notwithstanding sec. 2 (2) of the Land Transfer Act, 1897, without the authority of the Court. The above provision applies to probates granted at any time, but only to dispositions made after January 1, 1912 (Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, s. 12).

430. ——. After *Corser* v. *Cartwright*, L. R. 7 H. L. 731, add a reference to *In re Henson; Chester* v. *Henson*, [1908] 2 Ch. 356; 77 L. J. Ch. 598.

437. ——. If both the trustees and the tenant for life have powers of sale, and the consent of the tenant for life is required under sec. 56 of the Settled Land Act, 1882, a purchaser cannot insist on the tenant for life concurring in the settlement, if there is evidence that he does in fact consent. Such evidence need not be in writing (*In re Pope's Contract*, [1911] 2 Ch. 442; 80 L. J. Ch. 692).

439. ——. A power to postpone the sale of property given to a trustee on trust for sale lasts as long as any of the trusts subsist (*In re Horsnail; Womersley* v. *Horsnail*, [1909] 1 Ch. 631; 78 L. J. Ch. 331).

439. ——. Section 10 (3) & (4) of the Conveyancing Act, 1911, 1 & 2 Geo. v. c. 37, enact that where land, either before or after the passing of the Act, becomes subject to an express or implied trust for sale, such trust, so far as affects the safety and protection of a purchaser, shall be deemed so be subsisting until the land has been conveyed to or under the directions of the persons interested in the proceeds of the sale. This provision applied to sales made before or after the commencement of the Act, but is without prejudice to the order of any Court restraining a sale.

444. ——. *Carlish* v. *Salt*, [1906] 1 Ch. 335; 75 L. J. Ch. 170, was distinguished in *Shepherd* v. *Croft*, [1911] 1 Ch. 521; 80 L. J. Ch. 170, cited *sub tit.* PARTICULARS OF SALE and SPECIFIC PERFORMANCE herein.

456. ——. Where a tenant for life sells property subject to a previous incumbrance, the previous incumbrancer cannot give the purchaser a good discharge (*In re Norton and Las Casas's Contract*, [1909] 2 Ch. 59; 78 L. J. Ch. 489).

457. ——. The rule in equity which throws on the purchaser of an equity of redemption the implied obligation of indemnifying the vendor against the mortage debt is not conditional on the interest vesting in possession; it applies to the purchase of the equity of redemption in a contingent reversionary interest. Limited covenants for an express limited indemnity in an assignment of an equity of redemption exclude the fuller indemnity which might otherwise be implied (*Mills* v. *United Counties Bank*, [1912] 1 Ch. 231; 81 L. J. Ch. 210).

461. ——. In the event of a resale, owing to the default of the purchaser, the amount of the deposit must be taken into account in calculating whether there has been a deficiency in price (*Shuttleworth* v. *Clews*, [1910] 1 Ch. 176; 79 L. J. Ch. 121).

461. ——. *Howe* v. *Smith*, 1884, 27 Ch. D. 89, was followed in *Hall* v. *Burnell*, [1911] 2 Ch. 551; 81 L. J. Ch. 46, where a vendor who had obtained recission owing to the default of the purchaser was held to be entitled to retain the deposit paid by the purchaser in the absence of any express stipulation as to the forfeiture of the deposit.

461. ——. Where the parties are at arm's length a general communication made where is no duty of disclosure, if untrue, is not such a misrepresentation as to entitle the other party to rescission of the contract (*Kelly* v. *Enderton*, [1913] A. C. 191; 82 L. J. P. C. 57).

464. ——. If a vendor's title depends on a difficult question of construction, he should have the question determined by an originating summons and not by a vendor and purchaser summons; if he adopts the latter course the Court will declare the title too doubtful to enforce (*In re Nichols' and Von Joel's Contract*, [1910] 1 Ch. 43; 79 L. J. Ch. 32).

486. Vesting Orders.—Under sec. 35 of the Trustee Act, 1893, the Court has power to make an order vesting the right to transfer Consols standing in the joint names of an infant beneficiary and another person in some other person (*In re Dehaynin*, [1910] 1 Ch. 223; 79 L. J. Ch. 131).

497. Veterinary Surgeon.—A person who exhibited a sign with the words "Canine Specialist. Dogs and Cats Treated for all Diseases," was held to have described himself as specially qualified to practise veterinary surgery within sec. 17 (1) of the Veterinary Surgeons Act, 1881 (*Royal College of Veterinary Surgeons* v. *Collinson*, [1908] 2 K. B. 248; 77 L. J. K. B. 689). In *Att.-Gen.* v. *Churchill's Veterinary Sanatorium, Ltd.*, [1910] 2 Ch. 401; 79 L. J. Ch. 741, a limited company exhibited the following sign:—"Churchill's Veterinary Sanatorium, Ltd., Dogs and Cats Boarded. James Churchill, M.D. (U.S.A.), Specialist, Managing Director." The notice was held to be a false representation that Churchill was a qualified veterinary surgeon, and therefore contrary to sec. 17 of the Act of 1881. An injunction was granted against the company and Churchill.

500. Vexatious Actions.—The Vexatious Actions Act, 1896, does not apply to criminal proceedings (*In re Boaler*, [1914] 1. K. B. 122; 29 T. L. R. 767).

501. Vexatious Indictment.—To the list of offences to which the Vexatious Indictments Act, 1859, 22 Vict. c. 17, applies, add offences under the Punishment of Incest Act, 1908, 8 Edw. VII. c. 45.

508. Victoria.—The right of appeal to the Privy Council has not been taken away by the Commonwealth Judiciary Act, 1903, see AUSTRALIA herein.

508. ——. Appeals to the Privy Council from the Supreme Court of Victoria are now regulated by Order in Council of January 23, 1911 (St. R. & O. 1911, No. 98).

514. Visitation.—As to fees see *Exeter* (Archdeacon) v. *Green*, [1913] P. 21, *sub. tit.* ECCLESIASTICAL FEES herein.

523. Volunteers.—As to the liability of the officer commanding a volunteer regiment for goods supplied to the regiment, see *Samuel* v. *Wetherly*, [1907] 1 K. B. 709; [1908] 1 K. B. 184; 76 L. J. K. B. 357; 77 L. J. K. B. 69.

523. ——. Gifts for the benefit of Volunteer, Yeomanry, and Militia units enure for the benefit of the Territorial units, and must be paid to the County Associations (*In re Donald; Moore* v. *Somerset*, [1909] 2 Ch. 410; 78 L. J. Ch. 761).

525. ——. In the absence of circumstances by which he has rendered himself personally liable, the commanding officer of a Volunteer regiment cannot be made liable under sec. 25 of the Volunteer Act, 1863, and the Volunteer Regulations, 1901, for an overdraft at the Regiment's bankers (*National Bank of Scotland* v. *Shaw*, 1913, S. C. 133).

531. Wages (Maritime).—In order to remove doubts the Merchant Shipping (Seamen's Allotment) Act, 1911, 1 Geo. V. c. 8, provides that by agreement with the master an allotment note may be granted to a seaman providing for the payment of a greater sum than one-half of the wages, and for payment at an earlier date than one month from the date of the agreement with the crew, and at intervals more frequent than one month.

531. ——. A ship's steward signed an agreement under secs. 113 and 114 of the Merchant Shipping Act, 1894, under which he was entitled to a fixed sum per month as wages. He was also allowed a commission on the profits of a bar, of which he had charge. By a mutual arrangement it was verbally agreed that this commission should be given up and that he should receive a fixed payment of £5 per month. In an action by the steward to recover arrears of this extra payment the jury found that the £5 per month was due under contract. On this finding a Divisional Court held that as the extra money was part of the steward's wages he could not recover, as it did not appear in the agreement which he had signed (*Thompson* v. *Nelson, Ltd.*, [1913] 2 K. B. 523 ; 82 L. J. K. B. 657).

531. ——. Where a seaman is engaged for a voyage which is to end at such port within certain limits as the master may require, the mere fact that the ship arrives at such a port and takes on sufficient bunker coal for another voyage does not terminate the voyage so as to enable the seaman to demand his discharge (*Haylett* v. *Thompson*, [1911] 1 K. B. 311 ; 80 L. J. K. B. 267).

531. ——. A vessel shortly after leaving port collided with another vessel, and was so damaged as to cease to be a navigable ship. She returned to port under her own steam, and discharged her passengers and cargo. Her certificate was surrendered to the Board of Trade, and was returned to her after she had been repaired, after an interval of two months. Under these circumstances it was held that she was a wreck within the meaning of the Merchant Shipping Act, 1894 (*The Olympic*, [1913] P. 92 ; 82 L. J. P. 41).

532. ——. *Sibery* v. *Connelly* was affirmed in the Court of Appeal, see 10 Asp. 330 ; 96 L. T. 140.

580. Warehouse.—Residential houses which had been converted into warehouses, but could easily be again transformed into residential houses, were held to be " houses " within the meaning of sec. 2 of 51 Geo. III. c. cl., and therefore liable for the rector's rate (*Lewin* v. *End*, [1906] A. C. 299 ; 75 L. J. K. B. 473).

580. Warehouseman.—A warehouseman who contracts to carry goods to his warehouse is not necessarily a common carrier. See *Consolidated Tea and Lands Co.* v. *Oliver's Bonded Wharf*, [1910] 2 K. B. 395 ; 79 L. J. K. B. 810 ; *sub. tit.* CARRIER herein.

580. ——. As to the duty of a warehouseman in a case where goods are claimed by a person other than the bailor, see *Ranson* v. *Platt*, [1911] 2 K. B. 291 ; 80 L. J. K. B. 1138, *sub. tit.* BAILMENT herein.

585. Warranty.—In *Heilbut* v. *Buckleton*, [1913] A. C. 30 ; 82 L. J. K. B. 245, the question as to whether a verbal representation amounts to a warranty or not was discussed. It was laid down by Moulton L. J. that the question whether a statement made by a vendor amounts to a warranty or not is to be decided on whether the parties intend that it should be so regarded, which intention must be deduced from the whole evidence. The fact that the vendor assumes to assert a fact of which the buyer is ignorant is not a decisive test, as was laid down in *De Lassalle* v. *Guildford*, [1901] 2 K. B. 215 at page 221. Such a fact is valuable in arriving at a decision, but is not conclusive. The dictum of Bayley J. in *Cave* v. *Colman*, [1825] 3 Man. & Ry. 2, to the effect that a statement amounted to a warranty because it was made in the course of dealing and before the bargain was complete, was also criticised in this case.

586. ——. See *Wallis* v. *Pratt*, [1911] A. C. 394; 80 L. J. K. B. 1058, *sub. tit.* SALE OF GOODS herein.

586. ——. In a contract with a private inquiry agent to watch a person there is no implied warranty that his servants will not divulge the information that they acquire in his service, after they have left the service (*Easton* v. *Hitchcock*, [1912] 1 K. B. 535; 81 L. J. K. B. 395).

586. ——. See *Jackson* v. *Watson*, [1909] 2 K. B. 193; 78 L. J. K. B. 587, as to damages for loss of wife owing to breach of a warranty as to the fitness of tinned salmon for human consumption.

589. Waste.—An agreement by which a farm was let on a yearly tenancy contained a covenant that the tenant would not commit any waste or spoil, or plough or break up any of the pasture lands. This was held to refer only to such land as was pasture at the date of the lease and not to land laid down to grass by the tenant. It was also held that as the land was let to the tenant as arable land, there was no waste in using it as such. Further, the fact that the tenant only threatened to plough up the land after receiving notice to quit and in order to get compensation for laying it down to grass did not make his action waste (*Rush* v. *Lucas*, [1910] 1 Ch. 437; 79 L. J. Ch. 172).

599. ——. Voluntary waste is a tort and therefore an assignment of the right to recover damages, for such waste is void both at law and in equity (*Defries* v. *Milne*, [1913] 1 Ch. 98; 82 L. J. Ch. 1).

600. Wasting Securities.—See, further, LEGACY, Vol. VIII. p. 131, and herein.

600. ——. If a will gives power to retain investments as at the testator's death, and does not contain a trust for conversion, the tenant for life is entitled to the income of unauthorised securities which are retained whether they are wasting or not (*In re Nicholson; Eade* v. *Nicholson*, [1909] 2 Ch. 111; 78 L. J. Ch. 516).

602. Watches.—The marks prescribed by the Order in Council of 1887, are altered by Order in Council of May 7, 1907 (St. R. & O. 1907, p. 665).

606. Watercourse.—As to the rights of a riparian owner to restrain the pollution of a stream by the discharge of sewage, see *Jones* v. *Llanrwst Urban Council* (No. 1), [1911] 1 Ch. 393; 80 L. J. Ch. 145, cited *sub. tit.* DRAINS AND SEWERS herein.

608. ——. A riparian owner cannot claim by prescription a right to abstract water from a river by means of pipes or syphons, on the ground that he would have been entitled to the same amount of water by percolation if the bank had not been made water-tight (*Roberts* v. *Fellowes*, 1906, 94 L. T. 279).

608. ——. After *Baily* v. *Clark*, [1902] 1 Ch. 649, add a reference to *Whitmores* (*Edenbridge*), *Ltd.* v. *Stanford*, [1909] 1 Ch. 427; 78 L. J. Ch. 144.

609. Water Supply.—A waterworks company whose private Act empowered it to erect works according to deposited plans, and to acquire additional land by agreement for its general purposes, cannot use such additional land for collecting water and new works (*Att.-Gen.* v. *Frimley and Farnborough District Water Co.*, [1908] 1 Ch. 727; 77 L. J. Ch. 442; but see *Att.-Gen.* v. *Barnet District Gas and Water Co.*, 1910, 102 L. T. 546).

611. ——. For the purpose of gas and water undertakings the soil under a road which has been dedicated to the public becomes land which has been dedicated to the public: see *Schweder* v. *Worthing Gas Light and Coke Co.* (No. 2), [1913] 1 Ch. 118; 82 L. J. Ch. 71, *sub. tit.* GAS herein.

611. ——. *Thompson* v. *Sunderland Gas Co.*, 1877, 2 Ex. D. 429, was followed in *Schweder* v. *Worthing Gas Co.*, [1912] 1 Ch. 83; 81 L. J. Ch. 102, a case decided under the Gasworks Clauses Act, 1847, in which a tunnel under a road connecting two properties was held to be a building within sec. 7 of the Act.

611. ——. A public workhouse and homes for pauper children were held not to be "private dwelling houses" within the meaning of a private Act in *Bristol Guardians* v. *Bristol Waterworks Co.*, [1912] 1 Ch. 846; 81 L. J. Ch. 608.

614. ——. Under sec. 38 of the Waterworks Clauses Act, 1847, justices have a discretion over the costs of a summons for non-payment of water rates (*Ruabon Water Co.* v. *Evans*, 1906, 22 T. L. R. 541).

614. ——. Where the owner and not the occupier is the person liable for the water rate under sec. 4 of the Water Companies (Regulation of Powers) Act, 1887, the company cannot cut off the supply if there was an occupier at the date when the rate became due, even if he has subsequently given up possession of the premises (*Metropolitan Water Board* v. *Bibbey*, [1911] 2 K. B. 74; 80 L. J. K. B. 977).

615. ——. Where a water company has two different classes of shares which are entitled to dividends at different rates, and it is proposed to make payments in respect of deficiencies on former dividends, such payments must be made in proportion to the maximum dividends allowed on the two classes of shares (*Weymouth Waterworks Co.* v. *Coode*, [1911] 2 Ch. 520; 81 L. J. Ch. 11).

615. ——. The period of limitation of six months prescribed by the Summary Jurisdiction Act, 1848, sec. 11 does not apply to an action brought in the County Court for the recovery of arrears of water rate (*Metropolitan Water Board* v. *Bunn*, [1913] 3 K. B. 181; 82 L. J. K. B. 1024).

622. ——. The paragraphs beginning with "The meaning of the phrase" and "Domestic purposes" should follow that beginning "The Board."

622. ——. Water used for water-closets on business premises, *e.g.* a gasworks, is used for "domestic purposes" (*South Suburban Gas Co.* v. *Metropolitan Water Board*, [1909] 2 Ch. 666; 79 L. J. Ch. 27; *Colley's Patents Ltd.* v. *Metropolitan Water Board*, [1912] A. C. 24; 81 L. J. K. B. 126); this latter case was followed in *Metropolitan Water Board* v. *Avery*, 1913, 58 S. J. 171, in which case it was held that where a publican supplied lunches water used for the washing of dishes, cooking, scrubbing floors, and similar purposes, was used for domestic purposes. The nature of the user, and not the character of the premises, is the test; but water used by a railway company for water-closets and urinals at a railway station is used for railway and not domestic purposes, water-closet accommodation for passengers and staff being a reasonable facility for the receiving and forwarding and delivering of traffic (*Metropolitan Water Board* v. *London, Brighton and South Coast Railway*, [1910] 2 K. B. 890; 79 L. J. K. B. 1179).

622. ——. Section 8 of the Metropolitan Water Board (Charges) Act, 1907, which imposes an obligation on owners or occupiers requiring a supply of water to provide and maintain the communication pipes and other apparatus, applies to apparatus installed before the date of the Act. The Metropolitan Water Board was therefore held not to be liable for damages resulting from the defective state of a stopcock provided before the date of the Act (*Batt* v. *Metropolitan Water Board*, [1911] 2 K. B. 963; 80 L. J. K. B. 1354).

622. ——. Where a receiver has been appointed of a block of tenements, each of which is of less value than £20 per annum, by the provisions of the Waterworks Clauses Act, 1847, and the East London Waterworks Act, 1853, the person who collects the rents is deemed to be the "owner," and therefore the receiver is not personally liable if he employs another to collect the rents (*Metropolitan Water Board* v. *Brooks*, [1911] 1 K. B. 289; 80 L. J. K. B. 495).

622. ——. See *Metropolitan Water Board* v. *Phillips*, [1913] A. C. 86; 82 L. J. Ch. 89, *sub. tit.* RATING herein, for what is the "valuation list in force" under sec. 13 of the Metropolitan Water Board (Charges) Act, 1907.

626. Waterway.—As to accretion, see FORESHORE herein.

634. Way (Rights of).—In *White* v. *Grand Hotel, Eastbourne*, 1913, 58 S. J. 117, the owner of certain property verbally granted a right of way to the owner of premises which at the date of the grant were being used as a private dwelling-house. Subsequently the premises were used as an hotel. It was held that the right of way was not confined to the uses of a private dwelling-house, but might be used for the ordinary business of an hotel.

634. ——. The law as to the acquisition of a right of way by one tenant over the land of another tenant, holding under a common landlord, as existing in Ireland at the present time, was discussed by Dodd, J., in *Flynn* v. *Harte*, [1913] 2 I. R. 322. In that case the defendant had acquired a right of way over the land of the plaintiff held under the same landlord. The plaintiff erected a gate at the point where the right of way emerged on the county road. It was held that this was not an obstruction to the defendant's right.

635. ——. As to the operation of sec. 6 of the Conveyancing Act, 1881, 44 & 45 Vict. c. 41, see *Lewis* v. *Meredith*, [1913] 1 Ch. 571 ; 82 L. J. Ch. 255.

638. ——. Line 16, *for* " [1908]," *read* " [1898]."

641. Weights and Measures.—An employer cannot be convicted if his servant uses an unjust measure for his own purposes (*Anglo-American Oil Co.* v. *Manning*, [1908] 1 K. B. 536 ; 77 L. J. K. B. 205).

As to coal, see, further, COAL, Vol. III. p. 108, and herein.

642. ——. The placing of a paper bag under the scoop of a beam weighing machine, even at the request of a customer, renders the machine false or unjust within sec. 25 of the Weights and Measures Act, 1878 (*London County Council* v. *Payne* (No. 2), [1905] 1 K. B. 410 ; 74 L. J. K. B. 108). On the other hand, the weighing of goods with the bag on scales which are accurate and are fairly used, does not constitute an offence under sec. 26 of the same Act. That section refers to some trick or manipulation in the course of weighing, and not to an unfair sale of an article to the purchaser (*Stone* v. *Tyler*, [1905] 1 K.B. 290 ; 74 L. J. K. B. 18).

644. Wei-hai-Wei Protectorate.—The Evidence (Colonial Statutes) Act, 1907, is applied by Order in Council of October 18, 1909.

647. Western Australia.—The right of appeal to the Privy Council has not been taken away by the Commonwealth Judiciary Act, 1903, see AUSTRALIA herein. Appeals are now regulated by Order in Council of June 28, 1909 (St. R. & O. 1909, No. 760).

651. Whale.—The Whale Fisheries (Ireland) Act, 1908, 8 Edw. VII. c. 31, regulates whale fisheries in Ireland.

653. Whipping.—By the Criminal Law Amendment Act, 1912, 2 & 3 Geo. V. c. 20 s. 7 (5) a person charged with an offence under the Vagrancy Act, 1898, may, instead of being proceeded against in England as a rogue and vagabond, or in Ireland summarily, be proceeded against on indictment, and on conviction on indictment shall be liable to imprisonment, with or without hard labour, for a term not exceeding two years, and, in the case of a second or subsequent conviction, such second or subsequent conviction being a conviction on indictment, the Court may, in addition to any term of imprisonment awarded, sentence the offender if a male to be once privately whipped. The number of strokes and the instrument with which they are to be inflicted are to be specified in the sentence.

653. ——. A prisoner who is convicted under Section 1 (1) (*b*) of the Vagrancy Act, 1898, of importuning for immoral purposes, after a previous conviction as a rogue and vagabond, is punishable under Section 10 of the Vagrancy Act, 1824, and may be sentenced to be whipped in addition to imprisonment (*R.* v. *Herion,* [1913] 1 K. B. 284; 82 L. J. K. B. 82).

653. ——. Under sec. 4 of the Criminal Law Amendment Act, 1885, 48 & 49 Vict. c. 69, the Court has no power to order that a male person, who is over the age of sixteen at the date of his conviction, be whipped. His age at the date of the commission of the offence is immaterial (*R.* v. *Cawthron,* [1913] 3 K. B. 168 ; 82 L. J. K. B. 981).

657. Wild's Case.—See *In re Jones ; Lewis* v. *Lewis,* [1910] 1 Ch. 167 ; 79 L. J. Ch. 34.

672. Will.—A will dealing with movable property executed in England by a spinster domiciled in England is not revoked by her marriage in England to a domiciled Scotsman (*Westerman* v. *Schwab,* 1905, 8 F. 132).

675. ——. A testator cannot verbally revoke a will which has been destroyed without his authority (*Gill* v. *Gill,* [1909] P. 157 ; 78 L. J. P. 60).

675. ——. After *Tabor* v. *Prentice,* 32 W. R. 872, add a reference to *In re Whitethorne ; Whitethorne* v. *Best,* [1906] 2 Ch. 121 ; 75 L. J. Ch. 537.

680. ——. A direction in a will that a portion of the rent of leasehold property should be invested and accumulated in order to protect the trustees against claims for dilapidations is valid and not forbidden by the Thellusson Act, 1800, 39 & 40 Geo. III. c. 98 (*In re Hurlbatt; Hurlbatt* v. *Hurlbatt,* [1910] 2 Ch. 553 ; 80 L. J. Ch. 29).

686. ——. See, further, LEGACY, Vol. VIII. p. 117, and herein.

686. ——. The Court is bound to assume that every document admitted to probate is a testamentary document. Where a document duly signed and witnessed and containing a mere list of names with sums opposite them but containing no words of gift was admitted to probate as a codicil, the Court construed it as a gift to each person of the sum opposite his name (*In re Barrance ; Barrance* v. *Ellis,* [1910] 2 Ch. 419 ; 79 L. J. Ch. 544).

687. ——. A devise of a house on a plot of ground passes other houses which the testator builds on the land after the date of the will (*In re Evans ; Evans* v. *Powell,* [1909] 1 Ch. 784 ; 78 L. J. Ch. 441). Where a testator bequeathed a fixed number of shares in a certain company, and the shares were afterwards divided by the company, the legatee was held entitled only to the named number of the divided shares (*In re Gillins ; Inglis* v. *Gillins,* [1909] 1 Ch. 345 ; 78 L. J. Ch. 244).

699. ——. An executor who is also a legatee cannot appropriate to his own legacy shares which have no market value at his own price (*In re Bythway; Gough* v. *Dames*, 1911, 80 L. J. Ch. 246).

704. ——. *Woolwich Union* v. *Fulham Union*, [1906] 2 K. B. 240, was affirmed in the House of Lords, see [1907] A. C. 255; 76 L. J. K. B. 739. See, further, *Braintree Union* v. *Rochford Union*, 1911, 81 L. J. K. B. 251.

704. ——. After *Hill* v. *Crook* add a reference to *Ebbern* v. *Fowler*, [1909] 1 Ch. 578; 78 L. J. Ch. 497, and *In re Eve; Edwards* v. *Burns*, [1909] 1 Ch. 796; 78 L. J. Ch. 388.

706. ——. See *Gorringe* v. *Mahlstedt* (*infra*).

711. ——. As to the exemption under the Thellusson Act, see *In re Hurlbatt; Hurlbatt* v. *Hurlbatt*, [1910] 2 Ch. 553; 80 L. J. Ch. 29, *cited supra.*

714. ——. As to illegitimate children, see *In re Pearce, Alliance Assurance Co* v. *Francis*, [1913] 2 Ch. 674.

715. ——. The children of a dead son, who was referred to in the will as "my deceased son," were held not entitled to share in a gift of residue to the children of any deceased child (*Gorringe* v. *Mahlstedt*, [1907] A. C. 225; 76 L. J. Ch. 527; but see *In re Lambert; Corns* v. *Harrison*, [1908] 2 Ch. 117; 77 L. J. Ch. 553; *In re Cope; Cross* v. *Cross*, [1908] 2 Ch. 1; 77 L. J. Ch. 558; and *In re Metcalfe; Metcalfe* v. *Earle*, [1909] 1 Ch. 424; 78 L. J. Ch. 308).

716. ——. Line 6, *for* "*In re Elliott*, 1883," *read* "*Elliott* v. *Smith*, 1882."

727. ——. After *Hopkins* v. *Philipps*, add *In re Vere; Carter* v. *Brown*, 1906, 22 T. L. R. 273.

736. ——. See HEREDITAMENTS herein.

742. ——. "Income of my estate" includes profits of a business carried on by the executors. The person entitled to such income is entitled to the profits of the business although the business is directed to be sold, and the executors have no power of postponing the sale (*In re Elford; Elford* v. *Elford*, [1910] 1 Ch. 814; 79 L. J. Ch. 385).

754. ——. After *In re Adkins*, 98 L. J. 667, add a reference to *In re Mann; Ford* v. *Mann*, [1912] 1 Ch. 388; 81 L. J. Ch. 217.

757. ——. After *Dormer* v. *Phillips*, 1855, 3 Drew. 39, add a reference to *In re Watkins; Maybery* v. *Lightfoot*, [1912] 2 Ch. 430; 81 L. J. Ch. 822.

777. ——. In *In re Wareham; Wareham* v. *Brewin*, [1912] 2 Ch. 312; 81 L. J. Ch. 578, a testator gave his residuary property, which included both freehold and leasehold property, to his trustees on trust to allow the widow to receive the "rents, issues and profits" for her life, and after her death to two other persons in equal shares. The Court of appeal, affirming Farwell, J., held that the rule in *Howe* v. *Dartmouth*, 1802, 7 Ves. 137, applied, and that the widow was only entitled to a sum equal to the dividends which would have been produced if the property had been sold at the expiration of a year from the death of the testator, and the produce invested in Consols. In this case *Harris* v. *Poyner*, 1852, 1 Drew. 174; *Craig* v. *Wheeler*, 1860, 29 L. J. Ch. 374; and *In re Game; Game* v. *Young*, [1897] 1 Ch. 881; 66 L. J. Ch. 505, were followed, and *Crowe* v. *Crisford*, 1853, 17 Beav. 507; *Wearing* v. *Wearing*, 1856, 25 Beav. 99; *In re Elmore's Will*, 1860, 9 W. R. 66; and *Vachell* v. *Roberts*, 1863, 32 Beav. 140, were overruled.

779. ——. A gift of "my freehold house and premises—known as 'Ankerwyke,' in which I now reside," was held to include two additional plots of ground which the testator purchased between the date of the will and his death, and which he had used in connection with his house (*In re Willis; Spencer* v. *Willis*, [1911] 2 Ch. 563; 81 L. J. Ch. 8).

785. ——. Where a testator bequeathed "the amount of one year's wages" to each of his indoor and outdoor servants who should have fulfilled certain conditions, it was held that all his indoor and outdoor servants who had fulfilled the conditions were entitled to the legacy whether hired at yearly or weekly wages (*In re Earl of Sheffield; Ryde* v. *Bristow*, [1911] 2 Ch. 267; 80 L. J. Ch. 521).

786. ——. *In re Whitmore; Walters* v. *Harrison*, [1902] 2 Ch. 66; 71 L. J. Ch. 673, was distinguished in *In re Laing; Laing* v. *Morrison*, [1912] 2 Ch. 386; 81 L. J. Ch. 686, in which case both a legacy and a gift of residue with a gift over in case of remarriage, were held to be contingent on the donee surviving the testator.

786. ——. A specific bequest of shares in a company, which shares at the date of the death of the testator are represented by different shares in consequences of an amalgamation or reconstruction, will pass such new shares, provided they can be identified as the equivalent of the original shares (*In re Clifford; Mallam* v. *McFie*, [1912] 1 Ch. 29; 81 L. J. Ch. 220; *In re Leeming; Turner* v. *Leeming*, [1912] 1 Ch. 828; 81 L. J. Ch. 453); but see *In re Atlay; Atlay* v. *Atlay*, 1912, 56 S. J. 444.

791. ——. See the case of *In re Joseph*, [1908] 1 Ch. 599, in the Court of Appeal, [1908] 2 Ch. 507; 77 L. J. Ch. 832.

791. ——. *Thornber* v. *Wilson*, 3 Drew. 245; 4 Drew. 350, was followed in *In re Garrard; Gordon* v. *Craigie*, [1907] 1 Ch. 382; 76 L. J. Ch. 240; the latter case was distinguished in *In re Davidson; Minty* v. *Bourne*, [1909] 1 Ch. 567; 78 L. J. Ch. 437.

794. ——. After *In re Lycett*, 1897, 13 T. L. R. 373, add a reference to *In re Whitaker; Pender* v. *Evans*, [1911] 1 Ch. 214; 80 L. J. Ch. 63.

794. ——. *In re Dixon; Penfold* v. *Dixon,* [1902] 1 Ch. 248; 71 L. J. Ch. 96, was overruled in *In re Avery; Pinsent* v. *Avery,* [1913] 1 Ch. 208; 82 L. J. Ch. 434; 108 L. T. 1; 57 S. J. 112. Cited *sub. tit.* DEATH DUTIES herein.

800. ——. After *In re Wrightson,* [1904] 2 Ch. 95, add a reference to *White* v. *Summers,* [1908] 2 Ch. 256; 77 L. J. Ch. 506.

801. ——. Line 36, *for* "1873," *read* "1883."

802. ——. A married woman's husband disappeared in 1894. In 1903 she went through a marriage ceremony with the testator, who died in 1906. The husband reappeared in 1910. By his will the testator gave her certain benefits, designating her as his wife and referring to her as his widow. Although she had never been the testator's wife she was held entitled under the will (*In re Hammond; Burniston* v. *White,* [1911] 2 Ch. 342; 80 L. J. Ch. 690).

---

804. PRECEDENTS.

I. *Commencement*—

PAGE
Common form 697
Concurrent will 697
Codicil 697
Confirmation of marriage settlement 698

II. *Appointment of Executors, etc.*—

Common form 698
Appointment of executors and trustees 698
The same, including wife while unmarried 698
The same, with substitution 698
The same, including son on attaining twenty-one . . . 698
Appointment of guardians 698

III. *Specific Legacies*—

Stock 698
Ready money 699
Bond debt 699
Mortgage debt 699
Release of debt to debtor 699
Release of debts owing from legatee 699
Declaration that sums advanced were gifts or are forgiven . . 699
Jewellery 699
Bequest to wife of jewellery, etc., in confirmation of title . . 699
Wearing apparel 700
Papers and MSS. 700
Request to destroy letters, etc. 700
Furniture and personal effects, etc. 700
Effects in house 700
Bequest to wife of furniture, etc., to be chosen by her . . . 700
Furniture, etc., to wife for life or widowhood without trustees . . 700
Furniture, etc., in trust for children to be divided at twenty-one or marriage 701

PAGE
Indemnity of trustees of settled furniture 701
Bequest of specific articles by reference to separate paper . . 702

IV. *Specific Devises*—
Freeholds or copyholds in fee 702
Real and leasehold estates in certain counties 702
Freeholds or copyholds to woman for separate use, restraint on anticipation 702
To children of testator or another deceased person as tenants in common in fee, with cross-limitations over on death under twenty-one . 702
Proviso that devise to class shall include child dying before testator . 703
Proviso against lapse in case of devisee leaving issue . . . 703
Devise to person or his children by substitution 703
Devise to infant with gift over on death under age without issue . 703
Devise with gift over on death without issue at any age . . . 703
Devise to wife for life with remainder to two persons jointly or in common 703
House and furniture for use of unmarried daughters for limited period . 704
Devise to uses in favour of illegitimate child to prevent escheat . . 704
Gift for life subject to residence 704
Advowson 704
Devise subject to legacies 704
Devise subject to mortgage 704
Estates subject to charges 705
Devise free from mortgage debt 705
Freeholds contracted to be purchased 705
Devise to uses of settlement 705
Easements annexed to specifically devised property . . . 705

V. *Bequests of Leaseholds, etc.*—
Specific bequest of leaseholds 706
The same to trustees 706
Leasehold house and furniture 706
The same to wife for widowhood, remainder over . . . 706
Leasehold ground rent for life 707
Leasehold to married woman absolutely, restraint on anticipation . 707
Leasehold farm with stock 707

VI. *Bequests of Business*—
Bequest of business 707
Share in partnership to son under power in articles of partnership . 707
Power to wind up partnership business 708
Power to continue business 708
Power to leave capital in business on loan 709
Power to convert business into company 709
Power to executors to admit testator's son into business . . . 710
Successive option to sons to business or share in partnership . . 710

VII. *General Legacies*—
Pecuniary 711
Pecuniary, to female, separate use 711
Demonstrative legacy 711
Legacy in trust 711
Stock in trust 711
Immediate legacy to wife 711
To person or his children by substitution 711
Provision against lapse on legatee dying leaving issue . . . 711
Legacy to vest at twenty-one 711

PAGE
The same to woman at twenty-one or marriage 711
Legacy to female; restraint on anticipation during coverture . . 712
Legacy to child at twenty-one, interim maintenance . . . 712
The same to class 712
Power to pay infants' legacies to parents or guardian . . . 712
Direction as to investment, etc., of infants' legacies . . . 712
Legacies to executors and trustees 713
Power to trustees to charge fees 713
Legacies to servants or clerks 713
Legacy to charity 713
Legacy for benefit of poor 714
Legacy to creditor 714
Direction that legacies not to be in satisfaction of debts . . . 714
Legacy to illegitimate child 714
Legacy in satisfaction of covenant in daughter's settlement . . 714
Legacy on trusts of daughter's settlement 714
Power to transfer trust legacy of daughter to trustees of her settlement . 714
Bequest to married woman not to fall into settlement . . . 715
Legacy not to be subject to trust of wife's after-acquired property . 715
Direction that legacies to be free of duty 715
Direction to pay legacies in three months 715
Declaration as to priorities 715
Direction to pay interest on trust legacy till raised . . . 715
Power to postpone raising of trust legacies 716
Legacies charged on specific real estate 716
Charge of legacies on real estate, with directions for raising them . 716
Proviso as to sale of property specifically given 716

VIII. *Bequests of Annuities—*

Common form 716
Wife for life or widowhood 717
The same reducible on marriage 717
Two persons and survivor 717
During spinsterhood 717
Cesser on alienation 717
Discretion of trustees 717
Spendthrift 718
To be paid out of income 718
Power to appropriate fund to answer annuities 718
Power to purchase 719
Direction to purchase 719
Charged on real or leasehold property 719
Power of distress and entry 719
Free from income tax 720

IX. *Gifts of Residue—*

Personalty to beneficiary 720
Realty and leaseholds to beneficiary 720
Realty and personalty to beneficiary 721
Personalty to trustees 721
Realty and leaseholds to trustees 721
Realty—Copyholds to be sold 721
Realty and personalty to trustees 721

X. *Conversion and Investment—*

Trust for sale and conversion of real and personal estate . . . 721
Power to purchase fee of copyholds 722
Power to sell real and leasehold estate 722
Power to allot property in satisfaction of legacy, etc. . . . 722

PAGE
Power to partition property without conversion 723
Trust of proceeds of conversion 723
Power to raise money on mortgage for payment of debts, etc. . . 723
Power to postpone conversion 724
Income until conversion 724
Power to invest in ground rents 724
Power to invest in chief rents 724
Trust for sale of ground, etc., rents 724
Consent to investments 725

XI. *General Powers of Appointment—*

To one 725
To two and survivor 725

XII. *Life Interests—*

In personalty 725
The same to woman without anticipation 725
In remainder 726
Determinable on bankruptcy, etc. 726
Discretionary trust after forfeiture 726
Trust of income after bankruptcy, etc. 727
Widow charged with maintenance of children 727

XIII. *Trusts for Children and Issue—*

Testator's children or remoter issue as widow shall appoint . . 727
Children of tenant for life as he shall appoint 728
The same two tenants for life and survivor 728
Children or issue as widow or tenant for life shall appoint . . 728
Children at twenty-one 728
Sons at twenty-one, daughters at twenty-one or marriage . . 728
Children, excluding daughters marrying without consent . . 728
Children to vest immediately 729
Children of stranger 729
Children at twenty-one, including those dying in lifetime . . 729
Share of child to its representative 729
Lapse in gift of residue 729
Children and children of deceased children at twenty-one . . 730
Issue of child predeceasing testator 730
Children unequally 730
Hotchpot 730
Marriage settlement 730
Advances 731

XIV. *Settlement of Children's Shares—*

Commencement 732
First life interest to daughter without anticipation . . . 732
Life interest to child 732
Second life interest to husband or wife 732
Appointment among children, etc., of child 732
Trust for children in default of appointment 733
Hotchpot 733
Ultimate trust for testamentary appointees of child . . . 733
Accruer clause in default of appointment 733
Trusts in default of appointment for daughter's next-of-kin . . 733
Power to daughter to appoint to husband 734
Trusts of daughter's share of residue by reference . . . 734
Trusts of share of child dying leaving issue 734
Trust for spendthrift 735
Trust for imbecile or lunatic 735

XV. *Maintenance—*

PAGE
Ordinary form . . . 736
Accumulation . . . 736
Maintenance and accumulation . . . 737
Income to be paid to wife for maintenance of children . . . 738
Advancement . . . 738
Maintenance and advancement out of capital . . . 739
Accumulation where maintenance not intended . . . 739
Power to keep up house for infants . . . 739

XVI. *Powers to Trustees and Executors—*

Management of real and leasehold estate . . . 739
Carrying on farm . . . 741
Granting leases . . . 741
Power of leasing by reference to S. L. Acts . . . 741
Purchase of land . . . 742
Purchase of house for wife . . . 743
Laying out for building, etc. . . . 744
Contracts for sale and purchase of land . . . 744
Loan . . . 744

XVII. *Trustee Clauses—*

Appointment under S. L. Acts and Conveyancing Act, s. 42 . . . 744
Trustees' receipt clause . . . 745
New trustees . . . 745
Special trustees of particular property . . . 745
Donees of power may appoint themselves . . . 746
Number of trustees . . . 746
Majority to act . . . 747
Employment of agents, etc. . . . 747
Power to delegate trusts . . . 747
Indemnity and reimbursement . . . 748
Trustee indebted to testator . . . 748
Power to settle questions . . . 749
Power to act though personally interested . . . 749
Payment of professional trustee . . . 749

The following clauses are here inserted, as they will probably be of more utility in a necessarily condensed work than precedents of complete wills.

I.—COMMENCEMENT.

I. I, *testator*, [late of and now] of , hereby revoke all former wills, codicils, and testamentary instruments made by me, and declare this to be my last will.

II. THIS is the last and only will of me, *testator*, of

Concurrent will. III. I, *testator*, of , declare this to be my last will, which I make for the purpose only of disposing of the estate and property hereinafter mentioned, and to the intent that the same shall take effect concurrently with and independently of another will of even date herewith, relating to my property situate at, etc., and not in any way affecting the property hereby disposed of.

Codicil. IV. I, *testator*, of , hereby declare this to be a [second] codicil to my will, which bears date the day of [and the former codicil to which bears date, etc.].

Confirmation of marriage settlement.

V. I CONFIRM the settlement [several settlements] executed on my marriage [with my present wife], and I declare that the provisions hereby made for my wife and children [and other issue] are intended to be in addition to and not in satisfaction of those made or covenanted to be made for them respectively in and by such settlement [respective settlements].

II.—APPOINTMENT OF EXECUTORS, ETC.

Appointment of executor or executors.

I. I APPOINT my son D. sole executor, *or*, "my wife C. sole executrix" of this my will, *or*, "A., of, etc., B., of, etc., and C., of, etc., executors of this my will."

Appointment of executors and trustees.

II. I APPOINT A., of, etc., B., of, etc., and C., of, etc., who are hereinafter called my trustees, executors and trustees of this my will, [and I declare that the expression my trustees shall include the said A., B., and C., and the survivors or survivor of them or other the trustees or trustee for the time being of this my will].

The same, including wife while unmarried.

III. I APPOINT my wife C. [so long as she shall remain unmarried] and my son D. executrix and executor [and trustees] of this my will [and I direct that in the event of my said wife marrying again, the trust estate shall be transferred so as to be vested in the other trustees or trustee for the time being].

The same, with substitution.

IV. I APPOINT A., B., and C. executors [and trustees] of this my will, and in case any one of them shall die in my lifetime or shall renounce probate thereof, I appoint D. an executor in his place [and in case any one of them shall die in my lifetime or decline to act as trustee, I appoint the said D. a trustee in his place, and I direct that the trust estate shall in such case be transferred so as to be vested in the said D. jointly with the other trustees or trustee for the time being].

The same, including son on attaining twenty-one.

V. I APPOINT A. and B., and also my son C. in case and when he shall attain the age of twenty-one years, executors and trustees of this my will; And I direct that in case the said C. shall not attain that age till after my death the trust property shall on his attaining that age be transferred so as to be vested in him jointly with the other trustees or trustee for the time being.

Appointment of guardians.

VI. I APPOINT A., of, etc., and B., of, etc., to be the guardians of my infant children [to act jointly with my said wife during her life and also after her decease jointly with the guardians or guardian (if any) who may have been appointed by her].

The same. Another form.

VII. I APPOINT the trustees or trustee for the time being of this my will to be the guardians or guardian of my infant children after the death of my said wife in default of her having appointed any such guardian or guardians or (in the event of her having made any such appointment) then after the death or refusal to act of the person or all the persons so appointed by her.

III.—SPECIFIC LEGACIES.

Stock.

I. I BEQUEATH to A., of , the sum of £ 2½ per cent. Consolidated Stock [part of a larger sum of like stock] now standing in my name.

Another form.

II. I BEQUEATH to A., of , all the stock in the public funds of the United Kingdom of which I may be possessed at my decease, *or*, "all my shares in the company."

Ready money.

III. I BEQUEATH to all the ready money which at my decease may be in my house [or standing to the credit of my current account at my bankers].

Bond debt.

IV. I BEQUEATH to all the principal moneys and interest which shall be owing to me at my death on the bond of , and also the said bond and all benefit thereof.

Mortgage debt.

V. I BEQUEATH to all the principal moneys and interest which shall be due or owing or accruing due to me at the time of my death on a mortgage of the estate, *or*, "of hereditaments situate at , in the parish of , in the county of ," *or*, "of property belonging to ," *or as the case may be*, [*if the description of the mortgage deed is known, say*, "under an indenture, dated, etc.,"] and I devise and bequeath all the hereditaments of whatever tenure [and other property] comprised in such mortgage unto and to the use of the said , his heirs, executors, administrators, and assigns, according to the nature thereof respectively, subject to the equity of redemption subsisting therein.

Release of debt to debtor.

VI. I RELEASE and forgive to , or to his representatives if he should die in my lifetime, the sum of £ now due to me from him on his bond, [on mortgage of property at, etc.,] or so much thereof as may remain owing to me at my death, and all interest for the same, and I direct that the said bond shall be cancelled and given up to him or them, [*or*, that the hereditaments and property comprised in such mortgage shall be released and reconveyed accordingly, discharged from the said mortgage debt and interest, and all claims in respect thereof].

Release of all debts owing from legatee.

VII. I RELEASE and forgive to , or to his representatives if he should die in my lifetime, all and every principal sums or sum and interest whatsoever, [*or*, all interest owing to me at my decease on any principal sums or sum] which may be owing from him or them to me at my decease on the security of any bond or bonds, bill or bills, note or notes, or otherwise howsoever, and I direct that every such bond, bill, note, or other security shall be released and given up to the said or his representatives, [*or*, and I direct that he or they shall be allowed time for payment of such principal sums or sum by yearly instalments not exceeding £ each, commencing at the end of a year from my death].

Declaration that sums advanced by testator were gifts, or have been forgiven.

VIII. I DECLARE that all sums at any time or times advanced or paid by me to or on account of were intended by me as gifts or have since been so treated or forgiven by me, and that nothing is now due to me from the said in respect of any such advances or payments, and no claim shall or can be made against him, or if he shall be dead against his estate in respect thereof.

Jewellery, etc.

IX. I BEQUEATH to all my watches, jewellery, trinkets, and personal ornaments.

Bequest to wife of her

X. I BEQUEATH to my wife, , by way of confirmation

Jewellery and paraphernalia in confirmation of her title. of her title thereto, all jewels, trinkets, watches, personal ornaments, wearing apparel and paraphernalia in her possession or belonging or claimed by her as belonging to her.

Wearing apparel. XI. I BEQUEATH all my wearing apparel [except lace and furs] to my servant, , if she shall be in my service at the time of my death.

Papers and MSS. XII. I BEQUEATH to all my account books, letters, papers, memoranda, and manuscripts, except deeds and documents of title and securities for money.

Request to destroy letters, etc. XIII. I REQUEST to examine all my letters, letter-books, and papers, and to destroy such of the same as he shall consider ought not to be preserved, and I declare that it shall be in his entire discretion whether to show or disclose the same or the contents thereof to any other person.

Furniture and personal effects, etc. Full form. XIV. I BEQUEATH to all my watches, jewels, trinkets, personal ornaments, and wearing apparel, and all my furniture, plate, plated goods, linen, glass, china, books [except books of account], manuscripts, pictures, prints, statuary, musical instruments, articles of vertu, and all other articles of personal, domestic, or household use or ornament, wines, liquors, and consumable stores and provisions, and all my motor cars and accessories, horses, carriages, harness, saddlery, and stable furniture, and all my plants and garden tools and implements, [and farming stock both live and dead].

The same. Short form. XV. I BEQUEATH to all articles of personal or domestic or household [or stable or garden] use or ornament belonging to me.

Effects in house. Full form. XVI. I BEQUEATH to all the furniture, etc., *as in Form* XIV., which at the time of my death shall be in, about, or belonging to or appropriated or ordered for my house at , or any other house in which I may reside [which may be my principal place of residence] at my decease, or the outbuildings, stables, coach-houses, gardens, or pleasure-grounds thereof.

The same. Short form. XVII. I BEQUEATH to all the effects which shall at the time of my death be in or about my dwelling-house, other than money or securities for money, and deeds and documents of title.

Bequest to wife of furniture, etc., to be selected by her. XVIII. I BEQUEATH to my wife such articles of furniture, plate, or other effects of domestic or household use or ornament as she shall within calendar months from my death select, to a value not exceeding £ , such value in case of dispute to be determined by my executors in such manner as they shall think proper.

Furniture or other effects to wife for life or widowhood without trustees. No inventory. XIX. I BEQUEATH the use and enjoyment of all my furniture, etc., *or as the case may be*, to my wife during her life [widowhood], she keeping the same properly insured against fire, and I declare that after her death [or re-marriage] the same shall fall into my residuary estate; And I declare that it shall not be necessary to take an inventory thereof, and that my executors shall not be concerned to see to the insurance thereof, or be liable for any loss or damage that may happen thereto from any cause whatsoever.

Furniture, etc., in trust for children to be divided among them on their all attaining twenty-one or marrying. Full form.

XX. I BEQUEATH all my furniture, plate, plated articles, books, pictures, prints, and other household and domestic effects to, *trustees*, upon trust (so long as any child of mine shall be under the age of twenty-one years and unmarried) to permit the same, or any of them, to be used and enjoyed by my children, or any of them, or by any person or persons for their, his, or her benefit, under such restrictions and in such manner as my trustees may think fit, and to cause such parts (if any) of the said furniture and effects as may not be so used to be preserved and taken care of at the expense of my general estate, and upon further trust, so soon as all my children shall have attained the age of twenty-one years or married or died under that age, to divide such furniture and effects among such of my children as shall have attained the age of twenty-one years, or married, or their executors, administrators, or assigns, as nearly as may be in equal shares, and with an absolute discretion as to the mode of effecting such division, which shall not be questioned on the ground of any alleged inequality or otherwise: PROVIDED ALWAYS and I declare, that it shall be lawful for my trustees, either immediately after my death or at any subsequent time or times, with the consent of such of my children (if any) as shall for the time being have attained the age of twenty-one years, or their respective executors or administrators, to sell any part or parts of the said furniture and effects which may not appear likely to be of any special value to my children, or which it may be inconvenient or expensive to preserve for them, in which case the proceeds thereof shall form part of my residuary personal estate; PROVIDED ALSO, that it shall be lawful for my trustees, at any time before the aforesaid period of division, to make over any portion of such furniture and effects to any child of mine who shall have attained the age of twenty-one years or married, as part of his or her share or expectant share therein, and also to deliver any articles which may be deemed suitable to any child, notwithstanding that he or she may be a minor; AND I DIRECT my trustees to have inventories prepared of such parts of the said furniture and effects as they may deliver to my children or any of them, or to any person or persons for their respective use, before the final division thereof (except such of the same effects as, from their trifling value or perishable nature, or for any other reason, my trustees may in their uncontrolled discretion consider unnecessary to include in such inventories), and to cause such inventories to be signed by the persons to whom such furniture and effects shall be delivered: And I give my trustees an absolute discretion as to the insurance of the said furniture and premises, And I declare that after causing such inventories as aforesaid to be made, my trustees shall not be concerned to see to the custody or preservation of the said furniture and premises, or be liable for any loss or damage happening thereto.

Provision for indemnity of trustees of settled furniture.

XXI. PROVIDED ALWAYS and I declare that my trustees shall not be bound to see to the insurance, custody, or preservation of the said furniture and other effects comprised in the bequest hereinbefore contained, or to interfere in any way in relation thereto, [further than to require such inventory to be made and signed as aforesaid], and shall not be responsible for any omission, neglect, or default on the part of the person or persons entitled to the use or enjoyment thereof, or otherwise in relation thereto, or for any loss thereof, or damage thereto from any cause whatsoever, but my trustees shall nevertheless be at liberty at any time, if they shall think fit, to interfere for the protection of the said furniture and premises.

Bequest of specific articles by reference to a separate paper.

XXII. I BEQUEATH to A., of , or in case he should predecease me, then to B., of , all my furniture, jewellery, and other articles and effects of household or personal use or ornament with the request that he will dispose of the same in accordance with any memorandum or paper signed by me and deposited with this my will, or left among my papers at my death, but such memorandum shall not be deemed to form part of my will or to have any testamentary character, and the above expression of my wishes as to the disposal of the said articles and effects shall not create any trust or legal obligation.

IV.—SPECIFIC DEVISES.

Specific devise of freeholds or copyholds in fee.

I. I DEVISE to A., of, etc., his heirs and assigns, all my freehold [copyhold] messuage, or tenement, with the outbuildings and lands belonging to or held with the same, situate, etc. [and commonly known as], now in the occupation of , with the appurtenances thereof.[1]

Specific devise and bequest of real and leasehold estates in certain counties, etc.

II. I DEVISE and bequeath all and every my freehold, copyhold, [customary], and leasehold messuages, lands, tenements,and hereditaments, situate and being in the several parishes of, etc., or elsewhere, in the counties of, etc., *or*, "in the several parishes and places following (that is to say), etc.," UNTO A., of, etc., his heirs, executors, administrators, and assigns, according to the tenure thereof respectively.

Devise of freeholds or copyholds to a woman for her separate use with restraint on anticipation.

III. I DEVISE all, etc., *parcels*, with the appurtenances thereof, unto and to the use of A. [the wife of B.], of, etc., her heirs and assigns, for her separate use, but so that during [her present or any future] coverture she shall not have power to dispose of or charge the said hereditaments and premises, or the future rents and profits thereof by way of anticipation.

Devise to children of testator or another deceased person as tenants in common in fee with cross-limitations over on death under twenty-one etc.

IV. I DEVISE all, etc., *parcels*, TO THE USE of all or any my children or child who shall be living at my decease, [the children or child of deceased, who shall be living at my decease, or born afterwards], their, his, or her respective heirs and assigns, if more than one in equal shares as tenants in common, and if any such child shall, being a son, die under the age of twenty-one years, or being a daughter, die under that age and without having been married, then as well as to the original share of the child so dying, as to any share or shares which shall have accrued to him or her by virtue of this present limitation, To THE USE of the others or other of such children as aforesaid, their, his, or her respective heirs and assigns, if more than one in equal shares as tenants in common: AND IN CASE there shall be no such child as aforesaid, or all such children if more than one, or such child, if only one, shall die under the age of twenty-one years, and in the case of a daughter or daughters without having been married, then, as to the entirety of the said premises, To THE USE of, etc.

---

[1] If the testator has other property adjoining, say, "with the rights, easements, and appurtenances thereto belonging or reputed to belong or therewith held or enjoyed."

Proviso that devise to a class of children shall include child dying before testator leaving issue.

V. PROVIDED ALWAYS, and I declare that in case any child of mine [of the said] shall die in my lifetime leaving issue surviving me, the devise hereinbefore contained to my children [the children of the said] shall take effect in the same manner as if the child so dying had survived me, and died immediately after me, and so that the share or shares of the said hereditaments and premises devised to him or her, or which he or she would have taken if surviving me, shall devolve upon his or her heirs or devisees as part of his or her estate accordingly.

Devise with provision against lapse in case of devisee leaving issue.

VI. I DEVISE all, etc., *parcels*, To THE USE of A., his heirs and assigns, in case he shall survive me, or die in my lifetime leaving issue surviving me, and so that in the latter case the said hereditaments and premises shall devolve upon his heirs or devisees, as part of his estate, in the same manner as if he had survived me and died immediately after me.

Proviso against lapse in case of devisee leaving issue.

VII. PROVIDED ALWAYS, and I declare that in case the said [any of them the said , , and] shall die in my lifetime leaving issue living at my death, the devise hereinbefore made to him shall take effect in favour of the person or persons who would have become entitled thereto if he had survived me and died immediately after me.

Devise to a person or his children by substitution.

VIII. I DEVISE all, etc., *parcels*, To THE USE of A., his heirs and assigns; but in case he shall die in my lifetime, then I devise the same premises To THE USE of his children or child, if any, who shall be living at my death, their, his, or her respective heirs and assigns, if more than one in equal shares as tenants in common.

Devise to infant with gift over on death under age without issue.

IX. I DEVISE all, etc., *parcels*, To THE USE of, *infant*, his heirs and assigns; but in case the said, *infant*, shall die in my lifetime [without leaving issue who shall be living at my decease], or shall survive me and afterwards die under the age of twenty-one years without leaving issue living at his decease, then I devise the same premises To THE USE of , his heirs and assigns.

Specific devise with gift over on death at any age without issue.

X. I DEVISE all, etc., *parcels*, To THE USE of A., his heirs and assigns, and if he die without issue living at his death, To THE USE of B., his heirs and assigns.

Devise to wife for life, with remainder to two persons jointly or in common.

XI. I DEVISE all, etc., *parcels*, To THE USE of my wife, C., during her life [widowhood], and from and after her decease [or future marriage] To THE USE of my sons, D. and E., in fee simple as joint tenants [*or*, in equal shares as tenants in common].

XII. I DECLARE that such of my daughters as shall for the time

Devise of house and furniture for use of unmarried daughters for limited period.

being be spinsters shall be entitled to the personal use, occupation and enjoyment, free from [rent], rates and taxes for the period of twelve months after my death (in case they shall respectively desire the same) of my residence situate, etc., or any other dwelling-house in which I may reside at my death, together with the stables, coach-house, gardens, pleasure-grounds, and appurtenances thereto belonging or therewith held, and the furniture and effects of domestic, stable, or garden use or ornament which at the time of my death shall be in or about the same or appropriated thereto, they or she keeping the same in good tenantable repair and condition, and insured against fire, but without liability for fair wear and tear: AND SUBJECT thereto I devise and bequeath the same hereditaments, effects and premises unto my son K., his heirs, executors, administrators and assigns absolutely, *or*, "I declare that the same shall form part of my residuary real and personal estate, and shall pass by the general devise and bequest thereof hereinafter contained."

Devise to uses in favour of illegitimate child so as to prevent escheat.

XIII. I DEVISE, etc., to such uses, upon such trusts, and subject to such powers and provisions as A., of, etc., shall by any deed or deeds revocable or irrevocable or by will or codicil appoint; and in default of and subject to any such appointment, TO THE USE of the said A. in tail, with remainder TO THE USE of my own right heirs.

Gift for life, subject to condition of residence.

XIV. I DEVISE my mansion-house of at , with the outbuildings, gardens, grounds, and lands occupied by me therewith, to A., of, etc., until he shall die or cease to make the same his principal residence; And from and after his death, or ceasing to make the said premises his principal residence, I devise the same, etc.

Devise of advowson.

XV. I DEVISE my advowson of to my trustees, their heirs and assigns, UPON TRUST, if and so often as a vacancy in the said living shall occur before the said advowson shall be sold under the trusts hereinafter declared concerning the same, to present some duly qualified person thereto; and I declare that if, on the occurrence of any such vacancy, my son shall be duly qualified and willing to hold such living, and shall, in the judgment of my trustees, be a fit and proper person to hold the same, my trustees shall present him thereto; and upon further trust, during the incumbency of my said son, or during the incumbency of any other person with the consent of my said son if living, to sell the same advowson, and hold and apply the net proceeds thereof in the same manner and upon the same trusts as if the said advowson had been comprised in the devise of my residuary real estate hereinafter contained.

Devise subject to legacies.

XVI. I DEVISE all, etc., TO THE USE of , his heirs and assigns, subject to and charged with the payment of a legacy of , to , with interest thereon at the rate of per cent. per annum from my death, and a legacy, etc.

Devise subject to mortgage.

XVII. I DEVISE all, etc., TO THE USE of , his heirs and assigns, subject to and charged (in exoneration of my personal estate and my other real estate, if any, charged therewith), with the payment of all principal moneys and interest specifically charged thereon by any mortgage or mortgages, and any other charges and incumbrances affecting the same at my death.

Declaration that specifically devised estates shall be taken subject to charges.

XVIII. AND I DECLARE that all sums specifically charged on the estates, or any part thereof at my death, shall as between the persons taking the same estates under this my will, and the persons interested in my personal estate and my other real estate under this my will, or any codicil hereto, be considered as exclusively charged on the estate, in exoneration of my personalty and other real estate.

Devise free from mortgage debt.

XIX. I DEVISE all, etc., to the use of A., of, etc., his heirs and assigns, free and discharged from all the principal moneys and interest charged thereon by an indenture dated, etc., which I declare shall be paid out of my personal estate in exoneration of the said hereditaments and premises.

Devise of freeholds contracted to be purchased.

Purchase-money, etc., to come out of personal estate.

XX. I DEVISE and bequeath to , his heirs, executors, administrators, and assigns, the messuage, etc., which is held by me under a lease dated, etc., but of which I have lately contracted for the purchase of the freehold: And I direct that in case the purchase of the freehold of the same premises shall not have been completed in my lifetime, all purchase-money for the same and all costs and expenses incident to the completion of such purchase shall be paid out of my general personal estate.

Devise to uses of settlement.

XXI. I DEVISE all my freehold messuages, lands and hereditaments situate in the parishes of and , in the county of , TO THE USES, upon the trusts, and subject to the powers and provisions declared and contained by and in an indenture of settlement dated, etc., and made, etc., concerning the freehold hereditaments thereby settled, or such of the same uses, trusts, powers, and provisions as shall at the time of my death be subsisting or capable of taking effect, but not so as to increase or multiply charges or powers of charging.

Clause annexing easements to specifically devised properties.

XXII. I DECLARE that as to all ways, paths, passages, watercourses, and other conveniences of the nature of easements which at my death shall be used or enjoyed with or for the benefit or accommodation of any of the hereditaments and premises hereinbefore devised, or the tenants or occupiers thereof, in, over or upon any part or parts of the said devised premises, the like right of user thereof respectively for the purposes and to the extent to which the same shall be so enjoyed shall be annexed as easements to the respective premises with which the same shall be so used and enjoyed respectively, AND I DEVISE such respective easements accordingly with and so that the same may be annexed to and follow the destination under this my will of such respective premises to the intent that the conveniences and advantages in the nature of easements which at my death shall be in use as between the different portions of the said devised premises, and conducing to the better and more convenient enjoyment and occupation thereof respectively, may be perpetuated on the footing of legal rights and easements for the use and benefit of the several persons interested under this my will and their respective tenants, and if any question shall arise as to the easements or rights existing by virtue of the directions lastly hereinbefore contained, I empower my executors by deed to define and determine the same, and so that such determination shall be conclusive and binding on all persons interested.

V.—Bequests of Leaseholds, Etc.

Specific bequest of leaseholds.

I. I BEQUEATH my leasehold messuage, with the gardens, pleasure-grounds and lands held therewith, situate at [*or*, my leasehold messuage, with the outbuildings and stabling belonging thereto, situate and being No. , in Street], in the parish of , in the county of , with the appurtenances thereof,[1] unto A., of, etc., for all the residue which shall be unexpired at my decease of the term for which the same premises are held "subject to the rent reserved by, and the covenants and conditions contained in the lease under which the said premises are held," *or* "the said , his executors, administrators, and assigns, paying the rent reserved by, and performing and observing at his and their own expense, the covenants and conditions contained in the lease under which the said premises are held, and keeping my general estate indemnified in respect thereof."

The same to trustees.

II. I BEQUEATH my leasehold messuage, etc., *as in last form*, unto, my trustees, for all the residue, etc., and subject to the rent, etc., *as in last form*, upon trust that my trustees shall by and out of the rents and profits thereof pay the rent reserved by the said lease, and all other necessary outgoings in respect thereof, and the expenses of [keeping the same insured and in good repair and otherwise] performing the covenants of the said lease, and upon further trust, etc.

Bequest of leasehold house and furniture. Short form.

III. I BEQUEATH unto A., of, etc., absolutely, my leasehold house situate, etc., wherein I now reside, for all my term and interest therein, together with all my furniture, fixtures, and household effects, in, about, or belonging to the same.

Bequest (without trustees) of leasehold house and furniture, etc., to wife for life or widowhood, with remainder over.[2]

IV. I BEQUEATH my leasehold messuage, etc., unto my wife , during her life [widowhood], if my term therein shall so long last, together with all the furniture, fixtures, etc., *as in last form*, she, my said wife, paying the rent, rates, taxes, and outgoings for the time being payable in respect of the said messuage and premises, and keeping the same properly insured against fire, and in good repair, and duly observing and performing all the lessee's covenants and conditions contained in the lease under which the said leasehold premises are holden, and also keeping the said furniture and other effects insured and in a proper state of preservation; and it is my desire that my executors or executor shall see to the insurance of the said messuage, furniture and effects, but without being in any way responsible for any omission so to do, or for any loss or damage happening thereto from any cause whatsoever; and from and after the decease [or second marriage] of my said wife, I bequeath the said leasehold premises for all the then unexpired term therein, and the said furniture and effects unto my son absolutely.

---

[1] If the testator has other property adjoining, say, "with the rights, easements, and appurtenances thereto belonging, or reputed to belong, or therewith held or enjoyed."

[2] For a bequest *with* trustees, say, "I bequeath to my trustees, my leasehold messuage, etc., together with all the furniture, etc., in trust for my said wife during her life [widowhood], she paying, etc.," and say, "my trustees," instead of "my executors, or executor," and at the end of the clause say, "I declare that the said leasehold premises, furniture, and effects, should be held in trust for my son, etc."

Bequest (without trustees) of leasehold ground-rent for life.

V. I BEQUEATH unto A., of, etc., during his life if my term therein shall so long last, an improved leasehold ground-rent, issuing out of certain tenements and hereditaments, situate in, etc., which I purchased of ; and I direct that, after the decease of the said A., the same leasehold premises shall sink into, and become part of my general residuary estate, and pass under the bequest thereof hereinafter contained.

Leaseholds to married woman absolutely with a restraint on anticipation.

VI. I BEQUEATH all, etc., to, *legatee*, the wife of , for her separate use absolutely, [but so that during her present or any future coverture she shall not have power to deprive herself of the benefit thereof by any sale, mortgage, or other disposition by way of anticipation].

Bequest of leasehold farm with farming stock, etc.

VII. I BEQUEATH to , my farm, called , and the farm-house, farm buildings, and land belonging thereto, as the same are now held by me, under a lease from , together with the live and dead stock, growing and severed crops and produce, furniture, household goods and effects, and consumable stores and provisions, which shall at the time of my death be in, upon, about, or belonging to the said farm, or the said farm-house, buildings, and premises.

VI.—BEQUESTS OF BUSINESS.

Bequest of business.

I. I BEQUEATH to the goodwill of my trade or business of , and the stock-in-trade, machinery, plant, and effects employed therein or belonging thereto, [together with the lease of the messuage or tenement, shop, manufactory, and buildings, situate at, etc., in which the said business is carried on, or used for the purposes thereof,] and the benefit of all contracts subsisting in respect of the said business, and all book debts, and moneys due to me in respect thereof, or standing to the credit of my business account at my bankers at the time of my decease, the said discharging and indemnifying my general estate from all debts and liabilities due or subsisting in respect of the said business at my decease, and, if required by my executors, entering into a bond or covenant at the expense of my general estate in that behalf.

Bequest of share in partnership to a son under a power in the articles of partnership.

II. IN EXERCISE of a power contained in the articles of partnership of the firm of , in which I am a partner, dated, etc., or any other power which may at my decease enable me in this behalf, I hereby introduce my son as a partner into the said firm as from my decease during the remainder of the term of the said partnership, subject to the provisions of the said articles of partnership, or any other agreement of partnership which may be subsisting at my decease: And I bequeath unto my said son my share in the capital, stock-in-trade, assets, goodwill, and profits of the said firm, he indemnifying my general estate from all debts and liabilities of the said firm, [and paying to my executors for the general purposes of this my will my share of the profits of the said partnership business and interest on my capital therein up to the day of my death, as and when the same shall be received by him].

Power to wind up partnership business.

III. I AUTHORISE my trustees to concur in winding up the businesses of , now carried on by the firm of , in which I am a partner, or any business in which I may be a partner at the time of my death, and for that purpose to make, or concur in making, arrangements and compromises with debtors or creditors or persons under contract with the firm, and also to dispose of my share in any such business, by valuation or otherwise, and generally on such terms as they shall think fit, with power to postpone such winding up or disposition [until one or more of my sons shall attain the age of twenty-one years, or] during such period as they shall think proper, and with full power to settle any accounts, and to accept any statements of account, whether with or without the production of any vouchers or other evidence, and to accept, pay, or allow any agreed or estimated sum in satisfaction of all or any of my rights or liabilities and to accept, or concur in accepting, payment for my share, or for the whole of any such business, as the case may be, by such instalments, upon such terms, and in such manner, as they shall think fit; And with power to allow the whole or any part of my share in the capital of any such business to remain as a loan to the person or persons for the time being carrying on the same business, [and to lend any further sum or sums of money out of my estate, not exceeding in the whole £ , to them or him,] for such time, under such conditions, upon such security, whether personal or otherwise, and at such rate of interest whether fixed or varying with the profits, as my trustees shall think fit, without being responsible for any loss which may be occasioned thereby; And generally to act in relation to any such business with the same powers and discretions as if they were absolute owners thereof, without liability for any loss which may be occasioned thereby; AND I DECLARE that all or any of the powers hereby given to my trustees in relation to the said business and premises may, in case and so far as circumstances may require, be exercised by my executors, and all such powers may be exercised, notwithstanding that any of my trustees or executors may be interested as a partner or partners in the said business, or may be beneficially interested under this my will.

Power to continue business forming part of residuary estate.

IV. I AUTHORISE my trustees to carry on, [*or*, join in carrying on], the trade or business of , now carried on by me [the firm of , in which I am a partner], during such period as they shall think fit, and for that purpose to retain and employ therein the capital [*or*, my share of the capital] which shall at my death be employed therein, and such additional capital as they shall think fit to advance from time to time out of my residuary estate,[1] with power to employ [*or*, concur in employing], at such salary as they shall think fit, any manager of the said business, and generally to act [*or*, concur in acting] in all measures relating to the said business, as if they were beneficially entitled thereto, [*or*, to my share and interest therein :] And also with power to delegate all or any of the powers vested in them in relation to the said business to any persons or person whom they may think fit: And my trustees shall be free from all responsibility, and be fully indemnified out of my estate in respect of any loss arising in relation to the said business.

---

[1] For a farm say, "with power for that purpose to cultivate, drain, improve and manage any farms held by me at the time of my death, and to sell and dispose of the live and dead stock for the time being thereon, and the crops raised on the same, and also to purchase such live and dead stock, seeds, and manures as they may think fit, and also, etc."

Power to leave capital in business on loan.

V. I AUTHORISE my trustees, if they shall in their discretion think fit, to permit the whole or any part of the amount, which on taking the partnership accounts shall appear to be due to my estate as and for my share and interest in any partnership business in which I may be engaged at my decease, to remain in the said business on the footing of a loan, for such period as they may think proper, upon the terms of receiving interest for the same, either at a fixed rate or at a rate varying with or dependent on the profits of the business, and upon such other terms in all respects as may be deemed proper or expedient; and from time to time to renew or continue such loan wholly or partially, and to agree to any alteration or modification of the terms thereof, so that the repayment of the said capital, with the interest thereon as agreed, shall be secured by the bond or covenant of the person or persons to whom the loan shall be made, either with or without any other security for the same, as my trustees shall think fit: And my said capital or any part thereof may be so allowed to remain in the said business, notwithstanding that my trustees for the time being, or any or either of them, may be engaged or concerned therein, and notwithstanding any change from time to time in the persons carrying on the same or in the character of the business, and my trustees shall not be in anywise responsible for any loss thereby occasioned.

Power to convert business into a company.

VI. AND I AUTHORISE my trustees at any time to convert or join in converting the said business into a company limited by shares in such manner as may be thought fit, and to promote or assist in promoting a company for the purpose of taking over the said business at the expense of my estate; And I declare that my trustees may sell or transfer the said business, the property, assets, and capital embarked therein, and the goodwill thereof, or any part thereof, to such company or to any company having for its objects or one of its objects the purchase of a business of a like nature, in consideration, wholly or in part, of ordinary shares therein wholly or partially paid up or wholly or in part of debentures, debenture stock, or bonds or preference shares of such company, and as to the balance in cash payable immediately or by any instalments, with or without security, and my trustees or any of them may act as directors, manager, or secretary of, or hold any other office in relation to such company without being accountable for any remuneration received by them or him as such, and may enter into any such other arrangements as to any such company as aforesaid, or as to the sale or transfer of the said business and the assets thereof to the company so formed or otherwise whether before or after the incorporation of the said company, as my trustees in their absolute discretion shall think fit, and so that all contracts or arrangements which may be made or entered into by my trustees for any of the purposes aforesaid shall be valid and effectual, notwithstanding that any trustees or trustee may be a promoter or promoters of the company or intended company, or may be interested or concerned therein or intended so to be as a shareholder, director, manager, secretary, or in any other character or capacity: AND I HEREBY FURTHER DECLARE that the sale or transfer of the said business and the assets thereof to the said company may, if deemed necessary or expedient, be effectuated by my executors in that character, in which case they shall have all such and the like powers and authorities in relation thereto as are hereinbefore given to my trustees: AND I DECLARE that all shares, bonds, debentures, debenture stock, and moneys which may be received as the consideration for the sale and transfer of the said business, and the assets thereof, or any part thereof, to such company as aforesaid shall be vested in and held by my trustees upon the trusts hereinbefore declared of and concerning my residuary estate and the investments and premises representing the same.

Power to executors to make arrangements for admission of testator's son into his business.

VII. I AUTHORISE my executors [and trustees] to make any arrangements with the partners or partner for the time being of the firm of , in which I am now a partner, for the admission into the said firm of any son or sons of mine as a partner or partners, for the whole or any part of my share in the said business; And on the admission of such son or sons either to sell to him or them my share in the said business on such terms as may be reasonable or to allot such share to him or them in satisfaction, wholly or in part, of his or their share or shares in my residuary estate; and to leave the whole or any part of the purchase-money to be paid by any such son as a loan to him, repayable with interest at the rate of 5 per cent. per annum by such instalments, at such times, and in such manner as may be agreed upon, but so that the repayment of such instalments and interest shall be secured by the bond or covenant of such son.

Sons to have option in succession of succeeding to testator's business, or to a share in a partnership.

VIII. I DECLARE that my sons shall have the option in succession according to seniority, [on attaining the age of years,] of succeeding to my [share in the] business [of the firm] of , [in which I am now a partner,] such option to be declared in writing by each son within such time as my executors shall appoint in that behalf, by a notice given to such respective sons in succession; And I declare that immediately on any son of mine electing to succeed to such business, [share, my executors shall make all necessary arrangements for introducing him into the said firm for the whole of my share therein: And I declare that from and after the admission of such son into the said firm] the whole of [my share in] the said business and the capital thereof shall belong to him, and he shall be debited with the value thereof, (estimated in such manner as my executors shall think fit) in the division of my estate, and in case such value shall exceed the total amount of the share of such son in my estate, he shall refund such excess to my estate by instalments or otherwise, in such manner as my executors shall determine: Provided always that the profits of the said business until any son of mine shall elect to succeed thereto [share of profits coming to my estate until the admission of such son] shall be treated as income of my residuary estate.

VII.—General Legacies.

Pecuniary legacy.

I. I BEQUEATH to A., of, etc., the sum of £ [to be increased in the event of, etc., to £ , and to be free of death duties].

The same. Several.

II. I BEQUEATH the following legacies [all free of death duties], namely, to A., of, etc., the sum of £ , to B., of, etc., the sum of £ , and to C., of, etc., the sum of £ .

The same to a female for separate use.

III. I BEQUEATH to the sum of £ for her separate use.

Demonstrative legacy.

IV. I BEQUEATH to A., of, etc., the sum of £ , to be raised by the sale of a sufficient part of the 2½ per cent. Consolidated Stock now standing in my name, as the primary fund for the payment thereof, and in case I shall not be possessed of such stock or a sufficient amount thereof at my decease, I direct that the said legacy, or so much thereof as the said stock shall be insufficient to pay, shall be paid out of my general personal estate.

Legacy in trust.

V. I BEQUEATH to my trustees the sum of £ , upon the trusts hereinafter declared concerning the same.

Stock legacy in trust.

VI. I BEQUEATH to my trustees the sum of £ , 2½ per cent. Consolidated Stock, to be appropriated or purchased in their names, out of my general personal estate, and to be held upon the trusts hereinafter declared, etc.

The same. Another form.

VII. I BEQUEATH to my trustees the sum of £ , etc., stock, as a general and not as a specific legacy, to be held upon the trusts, etc.

Immediate legacy to wife.

VIII. I BEQUEATH to my wife C. the sum of £ , to be paid to her within *one* calendar month [*or*, as soon as may be] after my decease for her immediate requirements and in priority to all other bequests hereby made.

Legacy to a person or to his children by substitution.

IX. I BEQUEATH to A., of, etc., the sum of £ ; but in case he shall die in my lifetime, then I bequeath the same to his children or child (if any), who shall be living at my decease, and shall attain the age of twenty-one years, or being daughters or a daughter, shall marry, if more than one in equal shares.

Legacy with provision against lapse in case of legatee dying leaving issue.

X. I BEQUEATH the sum of £ to A., of, etc., but if he shall die in my lifetime leaving issue surviving me, I bequeath the same to his representatives to be disposed of as part of his personal estate.

Legacy to vest at twenty-one.

XI. I BEQUEATH the sum of £ to A., of, etc., in case and when he shall attain the age of twenty-one years.

The same to a female

XII. I BEQUEATH the sum of £ to A., of, etc., in case and when she shall attain the age of twenty-one years, or marry under that age, and so that in case of marriage the same shall at twenty-one or marriage.

be for her separate use, and her receipt for the same shall, notwithstanding her minority, be a sufficient discharge.

Legacy to female with a restraint on anticipation during coverture.

XIII. I BEQUEATH the sum of £ to B. [the wife of C.], of, etc., for her separate use; PROVIDED ALWAYS that if the said B. shall at my decease be or shall afterwards and before payment of the said legacy become under coverture the same shall not be paid to her, but shall be paid to my trustees, and retained by them during her coverture, and invested by them for the benefit and with the consent of the said B., in any investments hereby authorised in the case of my residuary estate, with power with her consent to vary such investments, and the said B. shall not have power during coverture to dispose of or charge the said legacy or the future income thereof by way of anticipation.

Legacy to child at twenty-one, with interim maintenance.

XIV. I BEQUEATH the sum of £ to my son if he shall attain the age of twenty-one years, with interest in the meantime at the rate of 4 per cent. per annum, to be computed from my decease, and to be paid to his guardians or guardian for his maintenance and education; and if the said shall die under the age of twenty-one years, then the said legacy shall sink into my residuary estate and not be payable.

Legacy to class of children at twenty-one, with interim maintenance.

XV. I BEQUEATH the sum of £ unto and equally between such of my children, as being sons attain the age of twenty-one years, or being daughters attain that age or marry; and I direct that such legacy shall carry interest in the meantime at the rate of 4 per cent. per annum from my decease, to be applied by my trustees at discretion in or towards their respective maintenance and education, with power either themselves so to apply the same, or to pay the same to the guardians or guardian of such respective children without seeing to the application thereof.

Power to pay infant's legacies to parent or guardian.

XVI. I DECLARE that in every case in which any legatee under this my will or any codicil hereto shall be under the age of twenty-one years, and in the case of a female unmarried, his or her legacy may be paid by my executors or trustees at their option and in their absolute discretion, to the parent or guardian or guardians of such legatee, whose receipt shall be a complete discharge for the same and exonerate them from all further concern or responsibility in relation thereto.

General direction as to investment, etc., of infants' legacies.

XVII. AND IN CASE any of the legatees to whom legacies are hereinbefore bequeathed shall at the time when his or her legacy would otherwise become payable be a minor, and in the case of a female unmarried, I direct that his or her legacy shall be invested by my trustees in any investments hereby authorised in the case of my residuary estate, with power to vary such investments at discretion, and that the whole or any part of the income [or capital] thereof shall during the minority, and in the case of a female, spinsterhood, of such legatee, be applied by my trustees at their discretion for or towards the maintenance, education [advancement], or benefit of such legatee, either directly, or by paying the same to his or her parent or guardians or guardian, without seeing to the application thereof, and that any surplus income shall be accumulated by the investment thereof, and of the resulting income thereof, as an addition to the capital of such legacy, but with power to my trustees to apply any such accumulations in any subsequent year or years for the maintenance, education [advancement] or benefit of the legatee; *if the legacies are contingent, add:* "Provided always that in case any of the said legatees shall die before attaining a vested interest in his or her legacy, the same and any accumulations thereof, or so much thereof as shall not have been applied or disposed of as aforesaid, shall sink into my residuary estate."

Legacies to executors and trustees.

XVIII. I BEQUEATH to each of them the said A. and B. [to each of my executors [and trustees] other than the said A.], in case they shall respectively prove my will [and accept the trusteeship thereof], *or*, "as a small acknowledgment for their trouble in the executorship [and trusteeship] of this my will," the sum of £ .

Power to trustees to charge fees.

XIX. I REQUEST my trustees for the time being to hold a meeting once in every half-year to examine and adjust the accounts of my estate, and I authorise each of them to retain and pay himself the sum of £ for the trouble and expense of attending each of such meetings.

Legacy to a servant.

XX. I BEQUEATH to my servant A. the sum of £ [free of duty], in addition to any moneys owing to him by me at my death [in recognition of, *or* "as an acknowledgment for," his long and faithful services to me and my family, *or*, "provided he shall be in my service at the time of my decease"].

Legacies to servants or clerks.

XXI. I BEQUEATH to each of my domestic [indoor and outdoor] servants [clerks], who shall be in my service [employed in my business] at the time of my decease [shall have been in my service for years prior to my decease] and shall not be under notice to leave, whether given or received, the sum of £ [the amount of one year's wages, *or*, salary], [free of duty], in addition to any moneys owing to them respectively by me at my death.

The like according to length of service.

XXII. I BEQUEATH to each of the following servants of mine who shall be in my service at my death, and shall not then be under notice to leave, whether given or received, the following legacies [free of duty], namely, to my butler £ for every complete year that he shall have been in my service; to my coachman £ for every complete year of his service, etc., in addition, etc., *as in Form* XXI.

Legacies to servants at discretion of executors.

XXIII. I BEQUEATH to my executors the sum of £ [free of duty], to be divided among, or applied for the benefit of, such of my indoor and outdoor servants who shall be living with me at the time of my decease, in such proportions and manner as my executors shall in their absolute discretion think fit, in addition, etc., *as in Form* XXI.

Legacy to a charity.

XXIV. I BEQUEATH to the Institution [situate at] the sum of £ [free of duty], to be applicable for the general purposes of such institution; and I declare that the receipt of the treasurer or other proper officer for the time being of such institution shall be a sufficient discharge for the same.

XXV. I BEQUEATH the sum of £ [free of duty], unto or for

Legacies to charities to be selected by executors.

such charitable institution or institutions or other charitable object or objects in England as my acting executors or executor may in their or his absolute discretion select, and to be paid to or for such institutions or objects, if more than one, in such proportions as my said executors or executor may think proper.

Legacy for the benefit of the poor.

XXVI. I BEQUEATH to the rector for the time being of the parish of , in the county of , the sum of £ free of death duties, to be by him distributed at his discretion among such of the poor of the said parish as he shall select.

Legacy to creditor.

XXVII. I BEQUEATH the sum of £ to in addition to any moneys which may be owing to him from me at the time of my death.

Direction that legacies are not to be in satisfaction of debts.

XXVIII. I DECLARE that any legacy hereby bequeathed to any person to whom I may be indebted, or to the husband or wife of any such person, shall be in addition to, and not in satisfaction of, the moneys which may be so owing by me to him or her, or to his or her wife or husband.

Legacy to illegitimate child.

XXIX. I BEQUEATH to A., now residing with [the natural, *or*, "reputed," son of] the sum of £ .

Legacy in satisfaction of covenant in daughter's settlement.

XXX. I BEQUEATH the sum of £ , with interest at the rate of 4 per cent. per annum from the day of my death [without any deduction] to the trustees or trustee of an indenture of settlement dated, etc., executed on the marriage of my daughter , in satisfaction of a covenant entered into by me in such settlement for payment of such principal sum and interest to such trustees or trustee.

Legacy on trusts of daughter's settlement.

XXXI. I BEQUEATH the sum of £ to the persons or person who shall at my decease be the trustees or trustee of an indenture of settlement dated, etc., and made, etc., in contemplation of the marriage of my daughter , to be held upon the trusts and with and subject to the powers and provisions by and in such settlement declared and contained concerning the moneys to arise from a sale under the trusts therein contained of the sum of £ 2½ per cent. Consolidated Stock thereby settled, *or*, "concerning the property thereby settled or agreed to be settled by or on the part of my said daughter," *or* "concerning the after-acquired property of my said daughter thereby agreed to be settled," *or as the case may be*, or such of the same trusts, powers and provisions as may be then subsisting, and so that such trusts, powers, and provisions shall take effect in relation to the said sum of £ in the same manner in all respects, as far as the case will admit, as if such sum had formed part of the moneys to arise from such sale, *or*, "of the property originally settled or agreed to be settled by or on the part of my said daughter," *or*, "of such after-acquired property of my said daughter," [save and except, etc., *insert any modifications in the trusts*].

Power to transfer trust legacy of daughter to trustees of her settlement.

XXXII. PROVIDED ALWAYS and I authorise my trustees at any time with the consent in writing of my said daughter A. and the said B. her husband, or the survivor of them, and after the decease of such survivor at the absolute discretion of my trustees, to transfer and make over the trust premises representing the said legacy of

£ hereinbefore bequeathed in trust for my said daughter and her husband and issue, or otherwise as aforesaid, to the trustees or trustee for the time being of the settlement made in contemplation of the marriage of my said daughter, dated, etc., and made, etc., to be held by the trustees or trustee of the said settlement, upon the trusts and subject to the powers and provisions by and in this my will declared and contained concerning the same legacy and the trust premises representing the same: AND I DECLARE that the receipt of the trustees or trustee for the time being of such settlement for any moneys, stocks, funds, or securities, or other the trust premises, paid, transferred, or made over to them or him as aforesaid, shall be an effectual discharge to my trustees for the same, and exonerate them from all further responsibility in relation thereto: PROVIDED ALWAYS AND I DECLARE that in the event of the same trust legacy being transferred to the trustees or trustee of the said settlement as aforesaid, the power of appointing new trustees thereof shall thenceforth be vested in the persons or person in whom the power of appointing new trustees of the said settlement is vested.

Bequest to married woman not to fall into settlement.

XXXIII. I BEQUEATH to A., the wife of B., of, etc., the sum of £ , to be paid at the expiration of calendar months from my death, if she shall be then living (but not otherwise), and the further sum of £ , to be paid at the expiration of calendar months from my death, if she shall be then living (but not otherwise), and the further sum of £ , etc., such respective sums to be for her separate use.

Legacy not to be subject to trusts of wife's after-acquired property.

XXXIV. I BEQUEATH to A., the wife of B., of, etc., the sum of £ , and I declare that the same shall not be affected by or subject to the trusts declared by the settlement executed on her marriage, concerning her after-acquired property.

General direction that legacies are to be free of duty.

XXXV. I DECLARE that all the pecuniary legacies hereinbefore bequeathed shall be free from duty, which (whether presently, or presumptively, or prospectively payable) shall be paid out of my general personal estate, [*or if the legacies are given out of a particular fund,* "out of the said," *fund*].

Direction to pay legacies in three months.

XXXVI. I DIRECT that the legacies hereinbefore bequeathed to the said A. and B. shall be paid within three calendar months after my decease, but without interest.

Declaration as to priority of legacies.

XXXVII. I DECLARE that the legacy of £ hereinbefore bequeathed to the said shall be payable in priority to any other pecuniary legacy bequeathed by this my will [or any codicil hereto].

The same. Another form.

XXXVIII. I DIRECT that the several pecuniary legacies hereinbefore bequeathed to the said, etc., shall have priority in the order in which the same are hereinbefore bequeathed, but so that legacies given to a class shall have no priority as between the members of such class.

Direction for payment of interest on trust legacy or legacies, until raised.

XXXIX. AND I DECLARE that until the said legacy of £ hereinbefore bequeathed in trust for the said and his children, *or*, "the respective legacies hereinbefore bequeathed," shall be paid or raised and set apart or appropriated, interest thereon [respectively] at the rate of 4 per cent. per annum to be computed from [the expiration of one year after] my decease shall be paid out of my residuary estate and shall be applicable as income of the said legacy [respective legacies].

Power to postpone raising of trust legacies.

XL. PROVIDED ALWAYS, and I hereby declare that it shall not be incumbent on my executors or trustees to raise any legacy hereinbefore bequeathed in trust, or to set apart funds to provide for the same, until the capital of such legacy or some part thereof shall become payable, *or*, "until the same in the judgment of my executors or trustees can conveniently and with a due regard to the interests of all parties concerned be raised," but until the raising thereof interest thereon respectively, etc., *as in last form.*

Gift of legacies charged on specific real estate.

XLI. I BEQUEATH the following legacies charged and raisable exclusively upon and out of the hereditaments situate, etc., hereinafter devised to (that is to say), the sum of £ to , etc.

Charge of legacies on real estate with directions for raising them.

XLII. I HEREBY CHARGE all the legacies hereinbefore bequeathed on my real estate, [situate, etc., hereinafter devised to] in case of the deficiency of my personal estate, with power for my executors, *or*, "trustees," to raise the amount of such deficiency, together with the costs of raising the same, by sale or mortgage of such real estate, or any part or parts thereof, and so that any such mortgage may be in fee simple, or for any term of years [or by way of registered charge], and with or without a power of sale, and to execute and do such assurances and things as may be necessary or proper for effectuating any such sale or mortgage: and I declare that no purchaser or mortgagee shall be bound to ascertain whether such deficiency of my personal estate exists, or whether more money than is required is raised, or to see to the application of the money raised, and that the declaration in writing of my executors, *or*, "trustees," that no further sum can be required to be raised under the present power shall be conclusive in favour of any purchaser, mortgagee, lessee, or other person acquiring any interest in the said real estate, or any part thereof.

Proviso as to sale of property specifically given.

XLIII. I DECLARE that if any real or personal property hereby specifically given to any person or persons shall be sold in my lifetime I give to such person or persons a legacy equal in amount to the net sale moneys of such property after providing for the costs of sale thereof and the discharge of incumbrances thereon.

VIII.—BEQUESTS OF ANNUITIES.

Bequest of annuity.

I. I BEQUEATH to A., of, etc., during his life, an annuity of £ [free from death duties],[1] commencing from my death to be payable by equal half-yearly, *or*, "quarterly"[1] payments, and the first payment thereof, to be made at the expiration of six, *or*, "three" calendar months from my death.

---

[1] Although a direction in a deed that an annuity is to be paid free from income tax is void, such a direction in a will is valid, *Re Bannerman*, 21 Ch. D. 105; if this is intended, add, "and from income tax, which shall be paid out of my residuary estate." As to the incidence of settlement estate duty in respect of an annuity charged on land, see *Re St. Albans*, [1900] 2 Ch. 873.

It is unnecessary to provide for the apportionment of the annuity at the death of the annuitant; see the Apportionment Act, 1870 (33 & 34 Vict. c. 35).

Gift of annuity to wife for life or widowhood.[2]

II. I BEQUEATH to my wife A. during her life [widowhood] an annuity of £ commencing, etc., *as in Form* I. [and so that on re-marriage the same shall be for her separate use without power of anticipation].

The same reducible on second marriage.

III. I BEQUEATH to my wife A. an annuity of £ during her widowhood commencing from my death, and in the event of her marrying again then during the remainder of her life a reduced annuity of £ for her separate use without power of anticipation, such respective annuities to be payable by equal half-yearly, *or*, "quarterly" payments.

Bequest of annuity to two persons and survivor.

IV. I BEQUEATH to A., of, etc., and B., of, etc., and the survivor of them, an annuity of £ during their joint lives and the life of the survivor [free from duty], commencing, etc., *as in Form* I.

Annuity during spinsterhood.[3]

V. I BEQUEATH to A., of, etc., if she shall be a spinster at my death an annuity of £ to commence from my death and to be payable so long as she shall remain a spinster by equal half-yearly payments, the first of such payments to be made at the expiration of six calendar months from my death if the said A. shall be then living and a spinster.

Proviso for cesser of annuity on alienation.

Variation where it is to be afterwards applied at discretion of trustees for the benefit of the annuitant and his family.

VI. PROVIDED ALWAYS and I declare that if any act or event shall happen in my lifetime or after my death, whereby the annuity hereby given to the said A. or any part thereof, would, if belonging absolutely to him become vested in or charged in favour of some other person or persons or a corporation, then such annuity shall cease as if he were dead, [*or*, shall cease to be payable to him, and shall thenceforth during the remainder of his life be payable to my trustees, upon trust that my trustees shall thereafter, during such period or periods either continuous or discontinuous, as they shall in their absolute discretion think fit, pay all or any part of such annuity to, or apply the same for the maintenance and personal support or benefit of the said A. and his wife and children or child and more remote issue (if any) for the time being in existence, whether minors or adults, or any of such persons to the exclusion of the others or other of them; and so much of the said annuity as shall not be applied or disposed of by my trustees under the discretionary power lastly hereinbefore contained, shall sink into and be applied as part of the income of my residuary estate, *or*, "the trust premises out of which the said annuity is payable"]. PROVIDED ALWAYS and I declare that my trustees shall not be liable or responsible for paying the annuity hereinbefore bequeathed to the said A. after the failure or determination during his [her] lifetime of the trust hereinbefore declared in his [her] favour unless or until my trustees shall have received express notice of the event causing such failure or determination.[1]

---

[1] As the dividends on the 2½ per cent. Consols are payable quarterly, annuities may usually conveniently be made so payable.

[2] Where an annuity is given to testator's wife in satisfaction of dower, it has no priority where the personal estate is insufficient for payment of all the legacies in full, see *Re Greenwood*, [1892] 2 Ch. 295.

[3] That this is not open to objection as being in restraint of marriage, see *Heath* v. *Lewis*, 3 De G., M. & G. 954.

Power to raise and pay annual sums for benefit of a spendthrift.

VII. I HEREBY authorise my trustees, if in their uncontrolled discretion they shall think fit, to raise out of the income of my residuary estate in every year, commencing from my death, during the life of   of, etc., or during any shorter period or periods, either continuous or discontinuous, any sum or sums of money not exceeding in the whole £   in any one year [free of death duties and without deducting income tax, both of which shall be paid out of my residuary (personal) estate] and to pay the same by quarterly, monthly, or weekly payments to the said   or to apply the same for his maintenance, support, or benefit, at the absolute discretion of my trustees, unless and until some event shall happen, whereby the same or some part thereof if belonging absolutely to him would become vested in or charged in favour of some other person or persons or a corporation, and in case of the happening of any such event my trustees shall thenceforth, in their uncontrolled discretion, pay or apply every sum so raised to or for the benefit of the said   and his wife and child or children, and remoter issue, for the time being, if any, and whether minors or adults, or any of such persons, to the exclusion of the others or other of them, as my trustees shall think fit; [And I declare that if any action or proceeding shall be instituted for the purpose of administering my estate or executing the trusts of my will the power lastly hereinbefore contained shall be exercisable by my trustees without being subject to the control of the Court].

Annuities to be paid out of income.

VIII. I DECLARE that my trustees shall pay the annuities bequeathed by this my will or by any codicil hereto out of the income of my residuary estate.

Power or direction to appropriate fund to answer annuities.

IX. I AUTHORISE, *or*, "direct," my trustees in case at any time with a view to the due administration or distribution of my estate it shall be deemed convenient so to do, to appropriate and retain a sufficient part of my estate, or of the investments representing the same [such investments being investments upon which trust funds or cash under the control or subject to the order of the High Court of Justice may for the time being be authorised by law to be invested], for answering by the annual income thereof any annuity hereinbefore bequeathed, but without prejudice to the powers of sale and investment and transposing investments hereinafter contained, and I declare that if the annual income of the appropriated fund shall at the time of appropriation be sufficient to satisfy such annuity, such appropriation shall be a complete satisfaction of the trust to provide for such annuity, and that if the income of the appropriated fund shall at any time and from any cause whatever prove insufficient for payment of such annuity in full, resort may be had to the capital thereof from time to time to make good such deficiency, and the surplus income (if any) of the said fund from time to time remaining after payment of the said annuity shall be applicable as income of my residuary estate; And I declare that as and when such annuity shall cease, the appropriated fund shall sink into my residuary estate, *or*, "shall revert to and become subject to the trusts hereby declared concerning the said trust premises out of which the same shall have been appropriated as aforesaid" [and that until any annuity shall be provided for in manner aforesaid the same shall be paid out of the income of my residuary estate.[1]]

---

[1] *Re Long*, [1901] W. N. 166.

Power to purchase annuities.

X. I AUTHORISE my trustees at any time or times, if and when they shall consider it convenient for the administration, winding up, or distribution of my estate, or for any other reason, to purchase annuities in the names of the several annuitants, or, (if the case shall so require) in the names of my trustees, from Government or any public company [or any private person or persons, but so that any annuity so purchased from a private person or persons shall be secured on real or leasehold estate], for the purpose of answering or satisfying the respective annuities hereinbefore bequeathed, or any of them; And I declare that any annuity so purchased in the names of my trustees shall be paid or applied by them to the person or persons for the purposes and in the manner to and for and in which the annuity in respect of which the same was purchased is hereinbefore directed to be paid or applied.

Direction to purchase an annuity. Variation where it is to be inalienable.

XI. I DIRECT my trustees to purchase in their names from Government or any public company an annuity of £ [free of duty] for the life of, *annuitant*, to commence from my death, and to be payable half-yearly [quarterly], and to pay the same when purchased, and in the meantime in lieu thereof to pay a like annuity out of the income of my residuary estate, to the said, *annuitant*, [but so that he shall not be allowed to have the value of such annuity in lieu thereof, and so that in case of the happening of any act or event whereby the same or any part thereof if belonging to him absolutely would become vested in or charged in favour of some other person or persons or a corporation, the said annuity, whether the same shall have been purchased or not, shall cease to be payable to him, and shall sink into and form part of the income of my residuary estate].

Bequest of annuity charged on real or leasehold property.

XII. I BEQUEATH to A., of, etc., during his life an annuity or rent-charge of £ [free, etc.[2]], commencing from my death, and to be payable, etc., *as in Form* I., and [together with the duty thereon] to be charged upon, and issuing and payable out of my freehold, *or*, "leasehold," messuages, lands, etc., hereinafter devised to D., of, etc., and subject and charged as aforesaid, I DEVISE, etc.

Charge of several annuities on real or leasehold property.

XIII. AND I declare that the said annuities hereinbefore bequeathed to the said A., B., and C. [and the duty on such of them as are bequeathed free of duty], shall be charged upon, and issuing and payable out of all my real and leasehold estates [*or*, the with powers of distress and entry.[1]

---

[1] These words will not be inserted if there is a general direction to pay annuities out of income of the residuary estate.

[2] See p. 328, note (1).

freehold, copyhold, and leasehold messuages, lands, and hereditaments, situate, etc., hereinafter devised and bequeathed to D., of, etc.], [and shall be exclusively so charged in exoneration of my general estate, *or*, "in aid of my general personal estate, which shall be the primary fund for the payment thereof"]; [and I empower the said A., B., and C., respectively, [and their respective assignees[2]], to recover payment of the said respective annuities [and the duty on such of them as are bequeathed free of duty] and all expenses incident to such recovery by distress and entry upon, and receipt of the rents and profits of the hereditaments so charged therewith as aforesaid, or any part thereof, when in arrear for twenty-one days], and subject to the payment of the said respective annuities [and duty] so charged as aforesaid, and to all powers and remedies for the recovery thereof, I DEVISE, etc.

Annuities to be free from income tax.

XIV. I DECLARE that each of the said annuitants shall be entitled to enjoy his annuity free from income tax, and I direct my trustees to pay in addition to each annuity the income tax (if any) which may be payable in respect thereof after allowing for any exemption or abatement to which the annuitant may by law be entitled having regard to the total amount of his income.

IX.—GIFTS OF RESIDUE.

Personalty to beneficiary.

I. I BEQUEATH all the personal estate and effects whatsoever and wheresoever of or to which I shall be possessed or entitled at the time of my death, or over which I may have a general power of appointment or disposition by will and not hereby otherwise disposed of, [except chattels real], subject to and after payment of my funeral and testamentary expenses and debts, and the legacies and annuities bequeathed by this my will, or any codicil hereto, and the duty on any legacies or annuities bequeathed free of duty, Unto A., of, etc., for his absolute benefit.

Realty and leaseholds to beneficiary.

II. I DEVISE all my manors, messuages, lands, tenements, and hereditaments, of whatsoever tenure, and wheresoever situate, *or*, "all my real and leasehold estates whatsoever and wheresoever," *or*, "all my real estate, including chattels real," of or to which I shall at my decease be seised, possessed, or entitled, or over which I may have a general power of appointment or disposition by will and not hereby otherwise disposed of, [charged in aid of my personal estate with the payment of my funeral and testamentary expenses and debts, and the legacies and annuities bequeathed by this my will, or any codicil hereto, and the duty on any legacies or annuities bequeathed free of duty] UNTO AND TO THE USE of A., of, etc., his heirs, executors, administrators, and assignees respectively, for his and their absolute benefit.

---

[1] These powers may be omitted altogether, as they are given by the Conveyancing Act, 1881, sec. 44.

[2] The words bracketed will, of course, be omitted if the annuities are to be inalienable.

Realty and personalty to beneficiary.

III. I DEVISE and bequeath all my real estate of every tenure and wheresoever situate and all the residue of my personal estate and effects whatsoever and wheresoever, not hereby otherwise disposed of (including as well real as personal estate over which I may have any general power of appointment or disposition by will) UNTO AND TO THE USE of A., of, etc., his heirs, executors, administrators, and assignees respectively, for his and their absolute benefit.

Personalty to trustees.

IV. I BEQUEATH all my personal estate and effects whatsoever and wheresoever, of or to which I shall be possessed or entitled at the time of my death, or over which I may have a general power of appointment or disposition by will not hereby otherwise disposed of [except chattels real] UNTO my trustees [upon the trusts and subject to the powers and provisions hereinafter declared and contained concerning the same, that is so say,] UPON TRUST, etc.

Realty and leaseholds to trustees.

V. I DEVISE all my manors, messuages, lands, tenements, and hereditaments, of whatsoever tenure and wheresoever situate, *or*, "all my real and leasehold estates whatsoever and wheresoever," *or*, "all my real estate including chattels real," of or to which I shall at my decease be seised, possessed, or entitled, or over which I may have any general power of appointment or disposition by will not hereby otherwise disposed of, UNTO AND TO THE USE of my trustees, their heirs, executors, and administrators respectively, according to the tenure thereof, [upon the trusts, etc., *as in last form*].

Realty where copyholds are to be sold.

VI. I DEVISE all my estates and hereditaments of copyhold or customary tenure [not hereby otherwise disposed of] to such uses, upon such trusts, and subject to such powers and provisions as my trustees or the survivors or survivor of them, or other the trustees or trustee for the time being of this my will (hereinafter called my trustees) shall by deed appoint for the purpose of carrying into effect any sale or sales in pursuance of the trust hereinafter contained; AND I DEVISE all my real estate of every tenure, including chattels real [except what I otherwise dispose of by this my will or any codicil hereto], but as to copyhold or customary hereditaments in default of and subject to any appointment under the power hereinbefore contained: UNTO AND TO THE USE, etc., *as in last form.*

Realty and personalty to trustees.

VII. I DEVISE and bequeath all my real estate of every tenure, and all my personal estate and effects whatsoever and wheresoever, not hereby otherwise disposed of (including as well real as personal estate over which I may have any general power of appointment or disposition by will) UNTO AND TO THE USE of my trustees, their heirs, executors, and administrators respectively, according to the nature thereof, [upon the trusts and subject to the powers and provisions hereinafter declared and contained concerning the same, that is to say,] UPON TRUST, etc.

X.—Conversion and Investment.

Trust for sale and conversion

I. UPON TRUST that [the said, *trustees*, or the survivors or survivor of them, or other the trustees or trustee for the time being of of real and personal estate.

this my will, hereinafter called] my trustees, shall sell, call in, collect and convert into money the said real and personal estate and premises at such time or times, and in such manner as they shall think fit (but as to reversionary property not until it falls into possession, unless it shall appear to my trustees that an earlier sale would be beneficial), and so that they shall have the fullest power and discretion to postpone the sale, calling in or conversion of the whole or any part or parts of the said premises [including leaseholds or other property of a terminable or wasting nature] during such period as they shall think proper, and to retain the same or any part thereof in its present form of investment, without being responsible for loss.

Power to purchase the fee of copyholds.

II. I AUTHORISE my trustees to enfranchise any copyhold or customary hereditaments hereinbefore devised on trust for sale either in consideration of a gross sum or a perpetual rent-charge or rent-charges to be charged on all or any of the hereditaments hereinbefore devised on trust for sale including the lands enfranchised under this present power or partly in consideration of a gross sum, and partly in consideration of a rent-charge or rent-charges with power to pay such gross sum out of the proceeds of the conversion hereinbefore directed, or by the sale which they are hereby authorised to make of any investments for the time being representing my residuary estate, or to raise such gross sum or any part thereof by a mortgage bearing interest, and containing such powers and provisions as may be agreed upon of all or any of the hereditaments hereinbefore devised on trust for sale, including the lands so enfranchised, and so that no mortgagee advancing money on a mortgage purporting to be made under this present power shall be concerned to see that such money is wanted, or that no more than is wanted is raised, or as to the application thereof.

Power to trustees to sell real and leasehold estate.[1]

Variations where the power extends to personal estate.

III. I AUTHORISE my trustees at any time or times during the continuance of the trusts of this my will at their discretion to sell the whole or any part or parts of my residuary real and leasehold estates and hereditaments; and I declare that my trustees shall stand possessed of the net proceeds of any such sale, after payment of the expenses thereof, upon the trusts and subject to the powers and provisions hereinbefore declared and contained of and concerning the net proceeds of the sale of my residuary personal estate, and so that the proceeds of the sale of my real estate, and all investments of such proceeds, shall, for the purpose of transmission as well as for all other purposes, be deemed personal estate.

Power to allot specific property in satisfaction of legacy or share of residue.

IV. I AUTHORISE my trustees, in substitution for the power conferred on personal representatives by the 4th sec. of the Land Transfer Act, 1897, but as regards registered land without prejudice to subsec. 3 of that section, at any time or times [with the consent in writing of such of my children as shall then be living and of full age, or the majority in number of them, and if there shall be no such child] at their discretion, to appropriate any part of my estate, whether real or personal, hereinbefore devised and bequeathed to my trustees in trust [for conversion], in its then actual condition or state of investment in or towards satisfaction of any legacy or share in the said trust premises, with power for that purpose conclusively to determine the value of the said trust premises or any part or parts thereof in such manner as they shall think fit, [PROVIDED also and I declare that any property appropriated under the power lastly hereinbefore contained in satisfaction of any legacy or share not absolutely vested in possession and immediately payable or transferable shall, notwithstanding such appropriation, remain subject to the [trusts and] powers of sale and conversion and investment and varying investments and leasing and management [until sale] herein declared and contained concerning the said trust premises hereinbefore devised and bequeathed in trust as aforesaid, or such of the same trusts and powers as may be applicable thereto, in the same manner as if no such appropriation had been made].

---

[1] This form is adapted to a will containing a residuary devise in trust without any trust for conversion, but not to real estate specifically devised. If the case is within the Settled Land Acts, 1882 to 1890, the power must of course be subject to the statutory provisions as to the consent of the tenant for life being necessary; and also to the statutory provisions as to the re-investment of the purchase-money. In this form the real estate when converted becomes personalty without any constructive re-conversion.

Power to partition testator's property without conversion.

V. I AUTHORISE my trustees at their discretion to make a partition of my net residuary estate, real or personal, or any part or parts thereof, into shares, and to allot such shares in satisfaction wholly or in part of the several shares of the said trust premises, with power for that purpose conclusively, etc., *as in preceding form.*

Trust of proceeds of conversion for payment of debts, legacies, etc.

VI. AND SHALL out of the moneys to arise from the sale, calling in, and conversion of or forming part of my said [real and] personal estate, pay my funeral and testamentary expenses and debts and the legacies bequeathed by this my will or any codicil hereto and make provision for [the payment of any annuities so bequeathed, and] the duty on any legacies or annuities bequeathed free of duty.

Power to raise money on mortgage for payment of debts, etc.

VII. I AUTHORISE my trustees to raise on mortgage of any of the real or personal property hereinbefore devised and bequeathed to them in trust as aforesaid all or any moneys which may be required for the payment of my funeral and testamentary expenses and debts and legacies, or for any of the purposes of this my will, but so that no mortgagee advancing money on a mortgage purporting to be made under this present power shall be concerned to see that such money is wanted, or that no more than is wanted is raised, and to secure the repayment of any moneys so raised as aforesaid with interest at such rate as may be thought proper by mortgage in fee simple or for any term of years or otherwise of the property to be charged therewith, with such powers and provisions and upon such terms in all respects as my trustees shall think fit; and I declare that if my trustees shall raise more moneys by any such mortgage than may be required for the purposes aforesaid they shall hold the surplus upon the same trusts as if the same had arisen from a sale of part of my residuary real and personal estate.

Power to postpone conversion of real and personal estate.

VIII. PROVIDED ALWAYS and I empower my trustees in their uncontrolled discretion to postpone during such period as they shall think fit the sale, calling in, and conversion of the whole, or any part or parts of my estate, real or personal [and they shall not sell any part thereof during the life of my wife without her consent in writing], but notwithstanding any such postponement of conversion of my real estate the same shall for the purpose of transmission be considered as converted from the time of my death.

Declaration as to income of real and personal estate until conversion.

IX. I DECLARE that all the net rents, profits, and income arising from my estate, real or personal, until the sale, calling in, and conversion thereof, in whatsoever condition or state of investment the same may be and whether consisting of investments of an authorised character or not (including leaseholds or other property of a terminable or wasting nature) shall for all the purposes of this my will, and as between all persons interested hereunder, and as well during the first year after my death as afterwards, be applied as if the same were income arising from the proceeds of such sale, calling in, or conversion, or the investments of such proceeds, no part thereof being liable to be retained as capital, but that no reversion or other property not actually producing income shall be treated as producing income for the purposes of this my will [and that all interest, annuities, yearly rents, and other periodical payments, payable out of my estate, not being instalments of principal money, shall be paid or satisfied out of the annual rents, profits, or income of my said residuary estate].

Power to invest in ground rents.

X. My trustees may [with such consent or at such discretion as aforesaid] invest any moneys arising from the sale or conversion (which my trustees are hereby authorised to make for any of the purposes of this provision) of any part or parts of the trust premises or any other capital moneys subject to the trusts of this my will in the purchase of any freehold hereditaments in England or Wales but not in Ireland, which shall be subject to a lease or leases for a term or terms of years having at least seventy years unexpired at the date of the purchase, and provided that the rent reserved by every such lease shall not exceed one equal third part of the annual rack rent value at the date of the purchase of the premises comprised in such lease. [*Add clause* xii.]

Power to invest in chief rents.

XI. My trustees may [with such consent or at such discretion as aforesaid] invest any such moneys as aforesaid in the purchase of any perpetual rent-charges or fee farm rents secured upon or issuing or arising out of freehold hereditaments in England or Wales but not in Ireland, provided that the rent-charges or rents so purchased shall not exceed one equal third part of the annual rack rent value at the date of the purchase of the hereditaments upon which the same shall be secured. [*Add clause* xii.]

Trust for sale of ground and fee farm rents, and of interim income.

XII. My trustees shall at their discretion, and at such time or times and in such manner as they shall think fit, sell the hereditaments [rent-charges and fee farm rents] so purchased and shall stand possessed of the net moneys to arise from such sale and of the net rents and profits of the said hereditaments until sale on the same respective trusts and with and subject to the same respective premises and provisions as the moneys laid out in such purchase and the income of the investments representing the same would have been held upon and subject to if such purchase had not been made.

Consent to investments.

XIII. PROVIDED ALWAYS, and I declare that during the lifetime of my said wife no sale or investment or transposition of investment of any part of the said trust estate and premises in which she shall for the time being be interested, shall be made without her consent in writing, and that after the death of my said wife, no sale or investment or transposition of investment of any part of the said trust estate and premises which shall have been appropriated in or towards satisfaction, or as part of the share of any of my said daughters in the said trust estate and premises shall be made without the consent in writing of such daughter, if living and of full age.

XI.—GENERAL POWERS OF APPOINTMENT.

General power of appointment to one.

I. IN TRUST for such person or persons,[1] for such purposes, and in such manner as the said, *donee*, shall from time to time [by any deed or deeds revocable or irrevocable or] by will or codicil appoint; AND IN DEFAULT of and subject to any such appointment, IN TRUST, etc.

The same to two and the survivor.

II. IN TRUST, etc., *as above*, as the said, *donees*, shall from time to time by any deed or deeds revocable or irrevocable jointly appoint, and in default of and subject to any such appointment, then as the survivor of them the said, *donees*, shall, after the decease of the other of them, from time to time in like manner or by will or codicil appoint; AND IN DEFAULT of and subject to any appointment under the respective powers hereinbefore contained, IN TRUST, etc.

XII.—LIFE INTERESTS.

Life interest in personalty.

I. AND SHALL pay the income of the said sum of £ , *or*, "share," and the investments representing the same, hereinafter called the trust premises, *or*, "the said trust premises constituting or representing my residuary estate," *or*, "my said residuary trust estate,"[2] to the said , during his [her] life [widowhood].

The same to woman without anticipation.

II. AND SHALL pay, etc., *as above*, to during her life and so that during coverture, the same shall be for her separate use, without power of anticipation.

---

[1] For real estate, insert here, "for such estate or estates, interest or interests subject to such powers and provisions:" and if the limitations are legal, say, "to the use of," instead of, "in trust for."

[2] For real estate not directed to be converted, say, "net rents and profits of the said hereditaments and premises [after payment of all outgoings and expenses, which may be payable, or which my trustees may think fit to pay thereout, and the interest on any principal sums, and any annual sums charged thereon"]. For a mixed fund of realty and personalty, say, "net rents, profits, interest, dividends, and annual produce [*or*, rents, profits, and income] of the said real and personal estate and premises [after payment, etc., as above]."

Life interest in remainder.

III. AND AFTER the death of the said [death or remarriage of my said wife, *or as the case may be*] shall pay the income of the same trust premises, *or as the case may be*, to , if surviving, during his [her] life [*for separate use, etc., see last form*].

Life interest determinable on bankruptcy, etc.

IV. UPON TRUST, that if at the time of my death [*or, if the life interest is in remainder*, at the time of this present trust taking effect in possession], no act or event shall have happened whereby the life interest hereby given to the said K. in the trust premises or in some part thereof if belonging to him absolutely would have become vested in or charged in favour of some other person or persons or a corporation, then my trustees shall pay the income of the said trust premises to the said K. during his life or until some such act or event as aforesaid shall happen, other than a consent to the power of advancement herein contained, but so nevertheless that my trustees shall not be liable or responsible for paying the said income to the said K. after the failure or determination during his life of the trust hereinbefore contained in his favour unless and until my trustees shall have received express notice of some such act or event as aforesaid.

Discretionary trust for application of income after forfeiture for benefit of life tenant and his family, etc.

V. AND, in the event of the trust hereinbefore contained for payment of the said income to the said K. determining or failing in his lifetime, my trustees shall during the remainder of his life, or during such shorter period continuous or discontinuous as they shall in their absolute and uncontrolled discretion think fit,[1] pay all or any part of such income to or apply the same for the maintenance and personal support or benefit of all or any one or more to the exclusion of the others or other of the following objects, namely, the said K. and his wife (if any), and his children or remoter issue for the time being in existence, whether minors or adults, and the other persons or person for the time being entitled to or interested, whether absolutely, contingently, or otherwise, in the said trust premises, or any part thereof, under the trusts herein contained to take effect after the decease of the said K., in such proportions and manner as my trustees shall in their absolute and uncontrolled discretion from time to time think proper, and subject to the discretionary power lastly hereinbefore contained, shall, during such remainder of the life of the said K., hold the said income or so much thereof as shall not be applied under such discretionary power, Upon the trusts and for the purposes upon and for which the said income would for the time being be held if the said K. were then dead.

---

[1] A discretion may be given to the trustees after forfeiture either to pay the income to the life tenant or apply it for his benefit (without naming other objects of the trust) or to withhold it and accumulate as long as the law permits; which would be effectual against the life tenant and consequently against his creditors, who cannot have any higher rights (see, as to trusts of this nature, *Re Coleman*, 39 Ch. D. 443, and the cases cited in the argument); in that case the clause may proceed :—"either pay the said income to or apply the same for the personal support or benefit of him the said K. in such manner as they think fit, or may at any time or times in the like discretion withhold all or any part of such income from him and accumulate the same as an addition to the capital of the said trust fund, by the investment thereof in any such investments as are hereinafter authorised, with power at any time to change the investment thereof at discretion, and so that such accumulations and income thereof shall be held upon the same trusts as the original fund, but my trustees shall nevertheless have power in their absolute discretion to pay or apply such accumulations or any part thereof at any time afterwards during the life of the said K. to him or for his benefit as if the same had been income of the then current year : PROVIDED ALWAYS that in the event of the said K. surviving me for more than twenty-one years the accumulation of any income which may be withheld from him under the discretionary power hereinbefore contained shall after the expiration of such twenty-one years cease, and the income so withheld shall be thenceforth paid or applied by my trustees in the same manner as if the said K. were dead : [PROVIDED ALWAYS and it is my earnest wish and request that my trustees shall in the exercise of the discretion hereinbefore given to them act according to what they may consider the best interests of the said K., and not withhold the said income from him unless they see good reason, but this expression of my wishes is intended merely for their guidance and not as imposing any legal obligation or fetter on their discretion]."

Trust of income after bankruptcy, etc., where the life interest is not protected.

VI. AND AFTER the failure or determination during the life of the said K. of the trust hereinbefore declared of the said income in his favour shall during the remainder of his life hold the said income upon the trusts and for the purposes upon and for which the same would for the time being be held if he were dead.

Life interest to widow charged with maintenance of children.

VII. AND SHALL pay the income[1] of the said trust premises to my said wife during her life, and so that during any future coverture the same shall be for her separate use without power of anticipation, but subject to the obligation of maintaining and educating thereout such of my children as shall for the time being be minors and shall not have been married [and maintaining such of my daughters as shall for the time being be adult and spinsters], but without liability to account so long as she shall maintain and educate them respectively to the satisfaction of my trustees.

XIII.—TRUSTS FOR CHILDREN AND ISSUE.

Trust for testator's children or remoter issue as widow shall appoint

I. IN TRUST for all, or such one or more exclusively of the others or other, of my children, or remoter issue, such remoter issue to be born and take vested interests within twenty-one years after the death of my said wife,[2] at such age or time, or respective ages or times, if more than one in such shares and with such future or other trusts for their respective benefit, and such provisions for their respective advancement, either in the lifetime of my said wife or after her death, and maintenance and education, at the discretion of my trustees or any other person or persons, and in such manner in all respects as my said wife shall from time to time by any deed or deeds, revocable or irrevocable, or by will or codicil appoint,[3]

---

[1] For variations for real estate or a mixed fund, see above, p. 337, note (2).

[2] For real estate add here, "for such estates or estate, interests or interest."

[3] If the widow's life interest is determinable on her marrying again, add if so intended, "PROVIDED ALWAYS, that in the event of my said wife marrying again, the power lastly hereinbefore contained shall thenceforth cease to be exercisable, but without prejudice to any previous exercise thereof by deed." There might be a question as to the effect of this where there has been a previous revocable appointment. If in the same event the power of appointment is to continue, the following proviso may be

AND IN DEFAULT of and subject to any such appointment as aforesaid, etc.

Trust for children or issue of tenant for life as he shall appoint.

Variations where the power is given to two tenants for life and the survivor.

II. IN TRUST for all, or such one or more exclusively of the others or other, of the children or remoter issue of the said , such remoter issue to be born and take vested interests within twenty-one years after his death [the death of the survivor of the said and], at such age or time, or respective ages or times, if more than one in such shares, and with such future or other trusts for their benefit and such provisions for their respective advancement, either in the lifetime or after the death of the said [and], and maintenance and education, at the discretion of my trustees or any other person or persons, and in such manner in all respects as the said shall by any deed or deeds, revocable or irrevocable, or by will or codicil appoint, AND IN DEFAULT of and subject to any such appointment, etc. [*or*, as the said and shall by any deed or deeds, revocable or irrevocable, jointly appoint, and in default of and subject to any such joint appointment as the survivor of them the said and shall after the decease of the one first dying, in like manner, or by will or codicil appoint, AND IN DEFAULT of and subject to any appointment under the respective powers lastly hereinbefore contained, etc.].

Trust for children or issue as widow or tenant for life shall appoint.

III. IN TRUST for all, or any, to the exclusion of the others or other, of my children or remoter issue, [the children or remoter issue of the said ,] if more than one in such shares, and in such manner in all respects as my said wife [as the said] shall by deed revocable or irrevocable, or by will or codicil appoint, AND IN DEFAULT of and subject to any such appointment, etc.

Trust for children of testator or another person at twenty-one, etc.

IV. IN TRUST for all or any, my children or child, [the children or child of the said ,] who being male attain,[1] the age of twenty-one years, or being female attain that age or marry,[2] if more than one in equal shares.

Trust for sons at twenty-one, daughters at twenty-one, or marriage.

V. IN TRUST for all or any my children or child, who, being male attain the age of twenty-one years, or being female attain that age or marry with the consent, if marrying after my death, of her or their guardian or guardians, if more than one in equal shares.

Trust for children excluding daughters marrying under age without consent.

VI. IN TRUST for all or any, my children or child, who, being male, attain the age of twenty-one years, or being female attain that age or marry in my lifetime, or attain that age after my

---

added if desired: "PROVIDED ALWAYS that in the event of my said wife marrying again the power lastly hereinbefore contained shall not be exercised by her after such marriage so as to diminish the share to which any child of mine shall at the date of such appointment have become entitled in possession in default of appointment."

[1] This wording is suitable whether the children are all under age or unmarried, or some are already of age or married; but in the latter case, if thought preferable, say, "have attained or shall attain, etc.," and "have married or shall marry."

[2] For real estate add here, "their, his or her heirs and assigns," for a mixed fund of real and personal estate, "their, his, or her heirs, executors, administrators, and assigns, respectively." The addition of these words, though common, is of course not essential, even in the case of real estate (see the Wills Act, s. 28).

death without having previously married, or marry after my death under that age with the consent of her or their guardian or guardians, if more than one in equal shares.

Trust for children to vest immediately.

VII. IN TRUST for all, or any, my children, or child, [the children or child of the said ,] if more than one in equal shares.

Trust for children of another living person who takes no life estate.

VIII. IN TRUST for all or any the children or child of , who shall be living at my decease, or born at any time afterwards before any one of such children for the time being in existence attains a vested interest, and who, being male attain the age of twenty-one years, or being female attain that age or marry, if more than one in equal shares.

Trust for children of testator at twenty-one, etc., including those dying in his lifetime leaving issue.

IX. IN TRUST for all or any, my children or child, who shall be living at my decease, and being male attain the age of twenty-one years, or die under that age leaving issue, or being female attain that age or marry, and any child or children of mine who may have died in my lifetime (whether before or after the date of this my will) leaving issue living at my death,[1] if more than one in equal shares, and so that the share hereby expressed to be given to any such deceased child as aforesaid shall vest in his or her representatives as part of his or her personal estate in the same manner as the same would have done if he or she had survived me and died immediately after me, having attained a vested interest.

The same for children of another person.

X. IN TRUST for all or any, the children or child of the said X., who shall be living at my decease or born afterwards and being male, attain the age of twenty-one years or die under that age leaving issue, or being female attain that age or marry, and any child or children of the said X. who may have died in my lifetime, etc., *as in last form.*

Proviso giving share of child predeceasing testator to its representatives.

XI. PROVIDED ALWAYS and I declare that if any child of mine [of the said] shall have died in my lifetime (whether before or after the date of this my will), leaving issue living at my death, the share in the said residuary estate and trust premises which such child would have taken if he or she had survived me [and attained a vested interest] shall be held in trust for his or her personal representatives, as part of his or her personal estate.

Clause against lapse in gift of residue real and personal.[2]

XII. *General devise and bequest of real and personal estate to A.* AND I DECLARE that in the event of the said A. dying in my lifetime, whether leaving issue or not, my residuary real and personal estate shall vest in his heirs, executors, administrators, or devisees respectively, according to the nature of the property, as part of his real and personal estate respectively, in the same manner as if he had survived me and died immediately after me.

---

[1] For real estate add here, "their, his, or her heirs, and assigns," and afterwards say, "shall devolve upon and vest in his or her heirs or devisees as part of his or her real estate." For a mixed fund of real and personal estate, add here, "their, his, or her heirs, executors, administrators, and assigns, respectively," and afterwards say, "shall devolve upon and vest in his or her heirs, devisees, executors or administrators, respectively as part of his or her real and personal estate."

[2] This clause differs from the last in providing against lapse, whether the devisee leaves issue or not.

Trust for testator's children, and children of deceased children, at twenty-one, etc.

XIII. IN TRUST for all or any, my children or child living at my death, and the children or child then living of any then deceased child of mine, who being male attain the age of twenty-one years or being female attain that age or marry, if more than one as tenants in common in equal shares, but so that the children of any deceased child of mine shall take equally between them as tenants in common, only the share which their parent would have taken had he or she survived me and attained a vested interest.

Proviso substituting issue for child of testator predeceasing him.[1]

XIV. PROVIDED ALWAYS, and I declare that if any child of mine shall have died in my lifetime (whether before or after the date of this my will) leaving issue living at my death, such issue being male and attaining the age of twenty-one years, or being female and attaining that age or marrying, shall take by substitution, if more than one in equal shares, the share in the trust premises which such deceased child of mine would have taken under the trusts in that behalf hereinbefore declared had he or she survived me and attained a vested interest, [but so that no issue remoter than a child of such deceased child shall take, except in the case of the death in my lifetime of his, her, or their parent, and in the place of such parent[2]].

Trust for children unequally.

XV. UPON TRUST to pay or transfer the sum of £ , or stocks, funds, or securities of equivalent value to my son in case and when he attains the age of twenty-one years, and to pay or transfer the sum of £ , or stocks, funds, or securities of equivalent value to my daughter , in case, and when she attains that age or marries, and as to all the residue of the said trust premises in trust, etc., *for all the children*, "including the said and ," at twenty-one, etc., *Form* IV.

Hotchpot clause.[3]

XVI. PROVIDED ALWAYS, and I declare that no child of mine [of the said], who [or whose issue] shall take any part of the said trust premises under any appointment by virtue of the power [either of the powers] hereinbefore contained, shall in default of appointment to the contrary be entitled to any share of the unappointed part thereof without bringing the share or shares or interest appointed to him or her [or to his or her issue] into hotchpot, and accounting for the same accordingly.

The like. Short form.

XVII. PROVIDED that any share appointed to a child [or his or her issue] under the power hereinbefore contained shall in default of appointment to the contrary be brought into hotchpot by such child in the division of the unappointed part of the said trust premises.

Clause directing sums taken

XVIII. PROVIDED ALWAYS, and I declare that the share or shares (if any) of the trust funds or property comprised in or subject to under marriage settlement to be brought into hotchpot.

---

[1] This form can readily be adapted to the case of an immediate gift to the children of another person.

[2] The part here bracketed may generally be omitted.

Variations in hotchpot clause.

[3] Where the children of a child dying before the testator take his share by substitution, say, "that no child of mine [of the said] who or whose issue, and that no grandchild of mine [of the said], who or whose parent shall take, etc.," as in the text, "without bringing the share or shares or interest appointed to him or her or his or her parent or issue into hotchpot, etc."

the trusts of an indenture of settlement, dated, etc., made on my marriage, to which any child of mine [or the issue of such child, or any of such issue,] shall become entitled by appointment, or in default of appointment, shall, [in default of appointment to the contrary made by my said wife after my death] after deducting all duties payable on my death or that of my wife in respect of such share or shares be brought into account in the way of hotchpot as against such child [or his or her issue] in the division of the said trust premises representing my residuary estate, in the same manner as if the same formed part of such residuary estate to the intent that in the general division of my estate, and the trust property comprised in the said settlement, there shall be an equality between my children, [except that the shares of my sons shall be double those of my daughters as aforesaid], and I direct that any and every question whether as to the values or otherwise which may arise respecting the mode of giving effect to the provision as to hotchpot hereinbefore contained, shall be determined by my trustees so as conclusively to bind all persons interested under this my will.

Advances made to children by testator in his lifetime to be brought into hotchpot.

XIX. PROVIDED ALWAYS and I declare that all sums of money or property which I have given, or covenanted or agreed to give, or which I may hereafter give, or covenant or agree to give, to or with any child of mine on his or her marriage, or otherwise for his or her advancement or establishment in life, shall in default of any direction to the contrary in writing under my hand be taken in or towards satisfaction of the share of such child [or his or her issue taking by substitution as aforesaid] in the said trust premises, and shall be brought into hotchpot and accounted for accordingly.

Provision for debtor bringing advances into hotchpot when his share is settled.

XX. PROVIDED ALWAYS and I declare that the sums, amounting to £   , which I have advanced by way of loan to my said son A., and any other sum or sums which I may hereafter advance to him, or for his benefit, or so much thereof as may be owing to me at my decease, and the interest thereon, shall not be charged or claimed as a debt owing to me from him or his representatives, but every such sum (whether legally constituting a debt or not), with interest thereon from my decease at the rate of   per cent. per annum (but not any interest thereon prior to my decease), shall be brought into account in the way of hotchpot in the division of my residuary estate as against the said A. and his wife and children, or other the person or persons interested in his share of my residuary estate under the trusts hereinbefore declared.

Addition to hotchpot and advancement clauses, providing for valuation of land, etc.

XXI. AND I DECLARE that for the purpose of giving effect to the provisions as to hotchpot and advancement herein contained, the said trust premises, or any part or parts thereof, or any interest therein which may be appointed as aforesaid, shall, as far as may be necessary, be valued [(in default of any direction or provision in that behalf contained in any such appointment as aforesaid)], in such manner and at such respective times as my trustees shall consider fair and proper, and such valuation shall be conclusive.

XIV.—SETTLEMENT OF CHILDREN'S SHARES.

Commencement of trusts of daughters' or children's shares.

I. [*Trust of residuary or specific fund for children as a class or nominatim, see* pp. 232 *et seq.*] PROVIDED ALWAYS and I declare that the share of the said trust premises which is hereinbefore expressed to be given to each daughter [child] of mine[1] shall not vest absolutely in such daughter [child], but shall be retained by my trustees and held by them upon the trusts hereinafter declared concerning the same respectively (that is to say), etc.[2]

The same. Another form.

II. AND I DECLARE that my trustees shall [after the decease of my said wife] divide the said trust premises into   equal shares, and shall hold such respective shares upon the trusts hereinafter declared concerning the same respectively, that is to say, as to one of such   shares, my trustees shall, etc., *trust for investment, if necessary, and ulterior trusts,* and as to   others of such   shares, my trustees shall, etc.

First life interest to daughter without anticipation.

III. AND SHALL, during the life of such daughter, pay the income[3] of her said share to her[4] and so that during coverture the same shall be for her separate use, without power of anticipation.

Life interest to child, whether son or daughter.

IV. AND SHALL, during the life of such child, pay the income of his or her said share to him or her, and so that in the case of a daughter the same shall during coverture be for her separate use without power of anticipation.

Second life interest to any husband or wife.

V. AND SHALL, after the death of such daughter [child], pay the income of such share to any husband [wife or husband] whom she [he or she] may leave surviving during the life of such husband [wife or husband].

Second life interest to present husband or wife.

VI. AND SHALL, after the death of my said daughter K., pay the income of such share to her husband the said L., if surviving, during his life, [shall after the death of my said son K., pay the income of such share to his wife the said L., if surviving during her life, and so that during her present or any future coverture the same shall be for her separate use, without power of anticipation].

Power of appoint-

VII. AND AFTER the death, of such daughter [child], [*if surviving* ment among children or remoter issue of daughter or child.[1]

---

[1] Where the trusts of each share are declared separately, say, "given to my daughter [son] K.," and make corresponding alterations in the remaining trusts.

[2] In most cases, as where the widow takes a life interest, the trust for investment and varying investments will precede the trust for division among the children; but if not, and the fund consists of money, add here, "upon trust, with the consent in writing of such daughter [child], if living and of full age, and at any other time, at the discretion of my trustees," *or,* "with the consent in writing of the person for the time being beneficially entitled for his or her life to the income of such share, if of full age, and if there shall be no such person, at the discretion of my trustees;" or if the trusts of each share are declared separately, "with the consent in writing of the said K., if living and of full age, and at any other time at the discretion of my trustees," to invest such share in the names [or under the legal control] of my trustees, in or upon, etc., *investments and power to vary.*

[3] For real estate, or a mixed fund of real and personal estate, see p. 337, note (2).

[4] If the daughter may be under age, provision for maintenance, etc., should be made, unless the statutory power is relied on. See *infra*, MAINTENANCE, pp. 348 *et seq.*

husband and wife take life interests, say, "of such daughter and her surviving husband, if any," *or,* "of such child and his or her surviving wife or husband, if any,"] shall hold such share and the future income thereof upon trust for all or such one or more exclusively of the others or other of the children or remoter issue of such daughter [child], etc., *continue power of appointment to daughter or child, or to both parents or survivor,* p. 233, *Form* II. *or* III., *mutatis mutandis.*

Trust for children in default of appointment.

VIII. AND IN DEFAULT of and subject to any appointment under the power [either of the powers] hereinbefore contained, in trust for all or any the children or child of such daughter [child] of mine, who shall be living at my decease or born afterwards, and who being a son or sons attain the age of twenty-one years, or being a daughter or daughters attain that age or marry,[2] and if more than one in equal shares.

Hotchpot clause.[3]

IX. *Hotchpot,* p. 235, *Form* XVI. *or* XVII., *saying,* "child of such daughter [child] of mine, who or whose issue shall take any part of the share of such daughter [child] of mine, under any appointment, etc.," *and see the addition for real estate,* p. 236.

Ultimate trust of settled share for testamentary appointees of child.

X. PROVIDED ALWAYS, and I declare that in case the trusts hereinbefore declared concerning the share of any such daughter [child] of mine as aforesaid shall fail, then, subject to the trusts, powers, and provisions herein declared and contained [*if the statutory power of maintenance is relied on, add,* "or by law vested in my trustees,"] concerning the same share, and to every or any exercise of any such powers, my trustees shall hold such share and the income[3] thereof, in trust for such person or persons, for such purposes, and in such manner in all respects as such daughter [child] shall by will or codicil appoint.

Accruer clause in default of appointment.

XI. AND IN DEFAULT of, and subject to any such appointment, I declare that such share and every additional share which may accrue or be added thereto by virtue of this present proviso shall go and accrue by way of addition to the share or shares of my other children or child in the said trust premises, if more than one in equal shares and proportions,[4] and so that the share which shall so accrue and be added to the share of any daughter [child] of mine shall be held upon the trusts, and subject to the powers and provisions herein declared and contained concerning her [his or her] original share, or as near thereto as circumstances will admit.

Trust in default of appointment for daughter's next of kin excluding a surviving husband.

XII. AND IN DEFAULT of and subject to any such appointment, IN TRUST for such person or persons as would have been entitled thereto under the statutes for the distribution of the personal estate of intestates at the death of such daughter, had she died possessed thereof intestate domiciled in England and a spinster, such persons, if more than one, to take as tenants in common in the shares in which they would have taken under the same statutes.

---

[1] This form should only be used if the husband or wife of the child is named in the will. If the power is given to a husband or wife of an unmarried child the time of its being exercised should be restricted as to perpetuity.

[2] For variations for real estate, or a mixed fund, see above, p. 341, note (1).

[3] For maintenance, accumulation, and advancement clauses, adapted to this case, which would usually follow the hotchpot clause, see pp. 348 *et seq.*

[4] If the original shares are unequal, say, "in the same shares and proportions as their original shares."

Power to daughter to appoint life interest to her husband. Variation enabling her to associate him with herself in the power of appointment in favour of children.

XIII. PROVIDED ALWAYS, and I declare that it shall be lawful for every daughter of mine [in case she shall have no child or remoter issue who shall attain a vested interest in her said share], by deed, executed prior to and in contemplation of marriage, or by will or codicil, to appoint unto or for the benefit of any husband who may survive her an interest for the term of his life, or any less interest, in the whole or any part of such share, and subject to any conditions or restrictions she may think fit, and that, in the event of any such appointment being made, the interest so appointed unto or for the benefit of such surviving husband shall take effect in priority over the trusts and provisions hereinbefore declared and contained concerning the share of such daughter to take effect after her death [and in default of any child or remoter issue of hers attaining a vested interest], and so that if such appointment shall be made the power of advancement herein contained in favour of her children or issue shall not be exercised after her death so as to affect the interest of any such husband without his consent in writing. [AND I FURTHER empower any such daughter by deed executed before or after her marriage, with the concurrence of her husband or intended husband, if he be born in my lifetime, to modify the power of appointment hereinbefore given to such daughter over her said share in favour of her children or remoter issue, by making the same exercisable as to all or any part of such share by such daughter and her husband jointly by deed revocable or irrevocable, and in default of and subject to any such joint appointment by the survivor of such daughter and her husband in like manner or by will or codicil.]

Trusts of daughter's share of residue declared by reference to a share already settled.

XIV. AND I DECLARE that my trustees shall hold another equal share in the said trust premises, and the income[1] thereof upon the like trusts and subject to the like powers and provisions in favour of my daughter L. and her [husband and testamentary appointees] issue and otherwise [and with the like provision, on failure of the prior trusts, for accruer or addition to the other shares in the said trust premises] as are hereinbefore declared and contained concerning the share of the said K. in the said trust premises, and the income[1] thereof, in the same manner in all respects as if such trusts, powers, and provisions were herein repeated with the substitution of the name of the said L. for the name of the said K. [save and except, etc., *specify any variations in the trusts*].

Trusts of share of child dying in testator's lifetime leaving issue.

XV. PROVIDED ALWAYS, and I declare that if any daughter [child] of mine shall die in my lifetime [leaving issue living at my death], then the share or shares, whether original or accruing, in the said trust premises hereinbefore directed to be held upon trusts for such daughter [child] and her [or his] issue or otherwise as aforesaid, and the income thereof shall be held upon the same trusts and with and subject to the same powers and provisions so far as capable of taking effect as if such daughter [child] had [attained the age of twenty-one years and had] died immediately after me.

---

[1] For variations for real estate or a mixed fund, see p. 337, note (2).

Trusts of share of son dying in testator' lifetime leaving issue.

XVI. PROVIDED ALWAYS, and I declare that if any son of mine shall die in my lifetime, then the share or shares, whether original or accruing, in the said trust premises hereinbefore bequeathed in trust for him in the event of his surviving me and the income thereof shall be held in trust for all or any his children or child, etc., *continue trust for children at twenty-one, etc.*, p. 233, *Form* IV.; And if there shall be no such child, shall go and accrue by way of addition, *continue as in accruer clause*, p. 238, *Form* XI.

Trust for spendthrift.

XVII. I BEQUEATH the sum of £ to my trustees upon trust to invest the same at their discretion in any of the investments hereinafter authorised in the case of my general estate, with power from time to time to vary such investments at discretion, And upon further trust that my trustees shall in their absolute discretion from time to time during the life of A., or during such shorter period or periods either continuous or discontinuous as they shall think fit, pay all or any part of the income of the said sum of £ , and the investments thereof, or if they shall from time to time think fit, any part of the capital thereof, unto or apply the same for the maintenance and personal support or benefit of all or any one or more, to the exclusion of the other or others, of the following persons, namely, the said A. and his wife, if any, and his children or remoter issue for the time being in existence, whether minors or adults, and the other persons or person for the time being entitled to or interested, whether absolutely, contingently, or otherwise, in the said legacy or any part thereof under the trusts herein contained to take effect after the death of the said A., in such proportions and manner as my trustees shall in their absolute and uncontrolled discretion from time to time think proper and subject to the discretionary power last hereinbefore contained, shall hold the said income, or so much thereof as shall not be applied under such discretionary power, upon the trusts and for the purposes upon and for which the said income would for the time being be held if the said A. were then dead: AND AFTER the death of the said A. shall pay the income of the said trust fund or of such part thereof as shall remain undisposed of, to his widow, if any, during her life [widowhood] for her separate use, and so that she shall not have power to charge or dispose of such life interest during the life of the said A. or afterwards, by way of anticipation, and after the death [or marriage] of such widow (if any) *trust for children of A. at twenty-one, etc., ultimate trust to fall into residuary estate.*

Trust for imbecile or lunatic child.

XVIII. I BEQUEATH the sum £ to my trustees upon trust *to invest and vary investments, as in last form:* And upon further trust that my trustees shall during the life of my son [daughter] A., at their absolute discretion pay or apply the whole or any part of the annual income of the said sum of £ , and the investments thereof, or if they shall from time to time think fit, any part of the capital thereof, unto or for the maintenance and personal support or benefit of the said A., and may either themselves so apply the same or may pay the same for that purpose to any other person or persons without seeing to the application thereof: And shall during the period of twenty-one years from my decease, if the said A. shall so long live, accumulate the surplus, if any, of such income at compound interest by investing the same and the resulting income thereof in any of the investments aforesaid by way of addition to the capital of such fund, and so as to be subject to the same trusts as are hereby declared concerning the same, and shall during the remainder of the life of the said A. in case he [she] shall survive the said period of twenty-one years, pay or apply such surplus income (if any) to the person or persons and for the purposes to whom and for which the same would for the time being be payable or applicable if the said A. were then dead: And after the decease of the said A., and subject to the trusts aforesaid, shall stand possessed of the said sum of £ , and the investments and accumulations thereof, or so much thereof as shall not have been applied or disposed of under the trusts aforesaid, IN TRUST, etc.

XV.—MAINTENANCE, ETC.

Maintenance clause. Ordinary form for children or grandchildren of testator or another person.

I. I DECLARE that my trustees may, after the death [or future marriage] of my wife, [after the death of the said, *tenant or tenants for life*,] apply the whole, or such part as they in their discretion shall think fit, of the income of the expectant or presumptive share of any child [or grandchild] of mine [of the said] in the said trust premises [1] under the trusts hereinbefore contained [2] for or towards his or her maintenance, education, or benefit,[3] and may either themselves so apply the same, or may pay the same to the [parent or] guardians or guardian of such child [or grandchild] for the purpose aforesaid, without seeing to the application thereof.

Accumulation clause. Ordinary form as above.

II. AND SHALL, during the suspense of absolute vesting of any such share, accumulate the surplus, if any, of the income thereof at compound interest, by investing the same and the resulting income thereof in any of the investments hereby authorised, in augmentation and so as to follow the destination of the share or fund from which the same shall have proceeded, but with power to apply any such accumulations in any subsequent year for or towards the maintenance, education, or benefit of the child [or grandchild] for the time being presumptively entitled as aforesaid, in the manner in which such accumulations might have been applied, had they been income arising from the original trust fund in the then current year.

---

[1] Or say, "the income of the expectant or presumptive legacy or share, etc.," as the case may require, and make consequential alterations in the accumulation clause.

[2] Where there are annuities charged, add, if appropriate, "subject to and after payment of the annuities hereinbefore bequeathed, or a proportionate part thereof."

[3] Where circumstances require it, the words, "whether there is any other fund applicable or any person bound by law to provide for such maintenance or education or not" may be added to the clause in the text after "benefit," the words, "or any person, etc.," being omitted where the father takes a life interest; the power in the Conveyancing Act, 1881, sec. 43, provides for this.

Maintenance and accumulation clauses for children or grandchildren where the income may be applied as a common fund.

III. I DECLARE that my trustees may, after the death, etc., *as in Form* I., apply the whole or such part as they in their discretion shall think fit, of the income of the expectant or presumptive share or shares of any child or children [grandchild or grandchildren] of mine [of the said] in the said trust premises under the trusts hereinbefore contained, for or towards his or her maintenance, education, or benefit, or for or towards the common maintenance, education, or benefit of the children [grandchildren] for the time being entitled expectantly or presumptively under such trusts, and may either themselves so apply the same, or may pay the same to the [parent or] guardians or guardian of such child or children [grandchild or grandchildren] for the purposes aforesaid, without seeing to the application thereof. *The accumulation clause will be as above Form* II., *adding after* "presumptively entitled as aforesaid," *the words,* "or for or towards the common maintenance, education, or benefit of the children [or grandchildren], for the time being objects of the last preceding trust."

Maintenance and accumulation clauses adapted to various dispositions.

IV. I DECLARE that my trustees may, after the determination or failure of every prior life or other interest or interests, if any, apply the whole, or any part at their discretion, of the income of the expectant, contingent, presumptive or vested share, portion or legacy of any person, who shall be under the age of twenty-one years, and if female a spinster, under any of the trusts or dispositions contained in this my will, for or towards his or her maintenance, education, or benefit, and may either themselves so apply the same, or may pay the same to the parent or guardians or guardian of such person for the purpose aforesaid, without seeing to the application thereof: AND SHALL during the minority of any such person being a male, and minority and spinsterhood of any such person being a female, accumulate, etc., *continue accumulation clause as in Form* II., *saying,* "share, portion, or legacy," *and* "of the person for the time being expectantly, contingently, presumptively, or absolutely entitled thereto."

Maintenance and accumulation clauses.

V. I DECLARE that my trustees may apply the whole or any part at their discretion of any income, to which any minor shall, or, if of full age being a male, or of full age or married being a female, would for the time being be entitled in possession under any of the trusts or dispositions herein contained, for or towards his or her maintenance, etc., *as in last form;* AND SHALL, during such minority, or minority and spinsterhood, as the case may be, accumulate the surplus, if any, of the same income,[1] etc., *continue accumulation*

Variation for tenant for life.

[1] In the case of an infant tenant for life, if it is desired that the accumulations should belong to him if he attains twenty-one, etc. (which would not be the case under the statutory provision), continue as follows:—"in the way of compound interest, by investing the same and the resulting income thereof in any of the investments hereby authorised, and

clause as in Form II., *saying,* "fund from which the same shall have proceeded" *and* "of any such minor as aforesaid."

Maintenance and accumulation clause. Short form.

VI. I DECLARE that my trustees may at discretion apply all or any part of the income of the share to which any minor shall be entitled in expectancy, and would if of full age be entitled in possession under the trusts hereinbefore contained for his or her maintenance, education, or benefit, in such manner as may be thought fit, and shall invest the surplus income, if any, thereof in any investments hereby authorised in augmentation of the capital of such share.

Income to be paid to wife for maintenance of children.

VII. I DECLARE that during the minority of each son of mine, and during the minority and discoverture of each daughter of mine, the income of his or her presumptive or expectant share shall be paid to my wife for the maintenance and education of such son or daughter without liability to account for the application thereof, and after the death of my wife the said income, or any part thereof, shall be applied by my trustees for the same purpose, either directly or by the payment thereof to the guardian or guardians of such son or daughter, without liability to see to the application thereof, and any surplus shall be accumulated at compound interest as an addition to the share of such son or daughter.

Advancement clause. Ordinary form for children or grandchildren of testator or another person.

VIII. I AUTHORISE my trustees after the death [or future marriage] of my wife [after the death of the said, *tenant or tenants for life*] or previously thereto with her [his, *or,* their respective] consent in writing, to raise any part or parts not exceeding in the whole [a moiety] of the then expectant, presumptive or vested share of any child [or grandchild] of mine [of the said] in the said trust premises[1] under the trusts hereinbefore contained, and to pay or apply the same for the advancement or benefit of such child [or grandchild] in such manner as my trustees shall think fit.[2]

shall stand possessed of such accumulations and investments upon the trusts following, that is to say, if the person during whose minority the same shall have been accumulated shall being a male attain the age of twenty-one years, or being a female attain that age or marry, then in trust for such person absolutely, but if such person shall die under the age of twenty-one years, and (in the case of a female) without having been married, then upon trust to add the same to, and so that the same shall follow the destination of the fund from which the same shall have proceeded, but my trustees shall have power to apply any such accumulations in any subsequent year for or towards the maintenance, education, or benefit of any such minor as aforesaid in the same manner, etc., *as in Form* II."

[1] Or say, "the expectant, presumptive, or vested legacy or share, etc.," as the case may be.

Addition for land.

[2] If the daughter's shares are settled the following words may be added, "and so that this present power may be exercised to the extent agreed over the capital of any share or shares in which any daughter of mine shall be entitled to a life interest only." If the trust property may consist of land, the following addition may be desirable, "and if necessary or convenient the same may be raised by my trustees by mortgage of any hereditaments for the time being subject to the trusts of this my will, and no mortgagee shall be concerned to enquire as to the propriety of raising the same, or as to the amount which ought to be raised, and for the purpose of giving effect to this present provision the said trust premises, *or as the case may be,* shall as far as necessary be valued in such manner and at such times as my trustees shall consider proper, and such valuation shall be conclusive."

The same.

IX. I AUTHORISE my trustees to raise any part or parts not exceeding in the whole a moiety of the capital of any share, portion, or legacy, to which any minor shall, or if of full age being a male, or of full age or married being a female, would for the time being be entitled [whether absolutely, or for a life, or other limited interest only, and] whether in possession or in reversion or expectancy, under this my will, or any codicil hereto, and to pay or apply the same for his or her advancement or benefit, as my trustees shall think fit: Provided that no such advancement shall be made during the existence of any prior life or other interest or interests, whether vested or contingent, without the consent in writing of the person or persons entitled thereto.

Power of maintenance and advancement out of capital. Short form.

X. I DECLARE that my trustees may pay or apply the whole, or any part at their discretion, of the income, or the capital, of the share to which any child shall for the time being be entitled in expectancy, and would, if of full age, be entitled in possession, under the trusts hereinbefore declared, for or towards his or her maintenance, education, advancement, or benefit, and shall invest the surplus income (if any) in any such investments as are hereby authorised, in augmentation of the capital of such share.

Accumulation clause where maintenance is not intended.

XI. I DECLARE that during the suspense of absolute vesting of the share, *or*, "portion," *or*, "legacy," to which any child, *or* "person," shall for the time being be entitled in expectancy, under the trusts [last] hereinbefore contained, and to which such child, *or*, "person," if of full age, or if a female married, would be absolutely entitled in possession, my trustees shall accumulate the annual income of such share, *or*, "portion," *or*, "legacy," at compound interest, by investing the same, and the resulting income thereof, in any of the investments hereby authorised, in augmentation and so as to follow the destination of the capital of such share, *or*, "portion," *or*, "legacy."

Power to keep up house for infants.

XII. I EMPOWER my trustees, if they shall think fit, to apply all or any part of the income applicable under this my will for the maintenance or education of my infant child or children for the time being, in or towards providing a suitable residence, and keeping up an establishment for such child or children, or any of them, and for that purpose to take on lease or from year to year any proper dwelling-house, and defray all expenses connected therewith, or with the establishment to be kept up therein, and also, if they shall think fit, to permit any adult child or children of mine to share the benefit of such residence and establishment either with or without contributing towards the expenses thereof, and upon such terms as to the contribution, if any, to be made by such adult child or children, and in all other respects as my trustees may in their discretion think fit.

XVI.—POWERS TO TRUSTEES AND EXECUTORS.

Power to manage real and

I. I DECLARE that it shall be lawful for my trustees to manage and cultivate or superintend the management and cultivation of the leasehold estate until sale. Full form.

real and leasehold hereditaments hereinbefore devised and bequeathed to them in trust [for sale until the same shall be sold], with all the powers in that behalf of absolute owners including power to cut timber and underwood for sale, repairs, or otherwise, and to open and work mines, minerals, quarries, and brickfields, and to erect, pull down, and repair houses and other buildings, and to drain and make roads and fences, and otherwise to improve the said premises, and to insure buildings against loss or damage by fire, and to make allowances and remissions of rent to and arrangements with tenants and others, and to condone and to grant licences to commit breaches of covenant, and to accept surrenders of leases and tenancies, and generally to deal with the property as if they were absolute owners thereof without being responsible for any loss or damage: AND ALSO to delegate, either expressly or by implication during such period or periods, and upon such terms as they shall think fit, the exercise of all or any of the powers of management and improvement hereinbefore contained to the person or persons for the time being entitled to the enjoyment of the rents and profits of the said trust premises [or of any part thereof] if of full age, or to any other person or persons interested therein under this my will, without being responsible for any loss thereby occasioned; AND ALSO conclusively to determine either by way of anticipation or otherwise, and either expressly or by implication what part, if any, of the produce of timber, mines, minerals, quarries, or brickfields shall be applied as capital, and what part, if any, as income, and so that such part as shall be determined to be capital shall be disposed of as if the same had arisen from a sale of the said premises: AND ALSO to raise and pay the costs and expenses attending the exercise of the said powers of management and improvement out of the income, or as to any moneys expended in stocking farms in hand or in payment of compensation to out-going tenants or in improvements which my trustees shall consider to be of a permanent nature, by mortgage or sale of the said premises or any part thereof, or otherwise out of the capital of the said trust premises.

The same. Short form.

II. I EMPOWER my trustees to manage and cultivate my real and leasehold hereditaments hereinbefore devised and bequeathed to them in trust [for sale until the same shall be sold] with all the powers in that behalf of absolute owners, including power to cut timber and underwood for sale, repairs, or otherwise, and to repair and insure houses and buildings, and to make allowances to and arrangements with tenants and others, and to accept surrenders of leases and tenancies, with power out of the income or capital of the premises [my residuary estate] to make any outlay for the purposes aforesaid.

Another form.

III. I EMPOWER my trustees to manage, repair, insure, demise, for any term of years or tenancy and at any rent, and deal and arrange with tenants of any real or leasehold hereditaments hereinbefore given in trust for sale until the same shall be sold, at their uncontrolled discretion as if my trustees were absolute beneficial owners thereof.

Power to carry on and stock farms.

IV. I ALSO EMPOWER my trustees in their absolute discretion to take and retain possession for such period as they shall think fit of any farm or farms forming part of my residuary estate, and to manage, stock and cultivate the same, and to employ and expend such part of the capital or income of my residuary estate as they shall think fit for that purpose or for paying compensation to out-going tenants: AND ALSO if deemed expedient to raise any money required for any such purpose as aforesaid by mortgage of any such farm or farms, or any lands or hereditaments forming part of my residuary estate, and so that no mortgagee shall be concerned to see that the money raised is wanted or as to the application thereof, and any such mortgage may be in such form and contain such powers and provisions as may be thought fit: AND I FURTHER EMPOWER my trustees to hire and engage bailiffs, agents, labourers, and workmen, and to employ the existing live and dead stock (if any), and buy and sell live and dead stock, and generally to act in all matters relating to any such farm or farms as if they were the absolute beneficial owners thereof: And my trustees shall be free from all responsibility and be fully indemnified out of my residuary estate in respect of any loss arising in relation thereto, and shall have power to determine what part of the produce and moneys arising from the carrying on of such farm or farms shall be treated and applied as capital and what part as income, and such determination shall be binding and conclusive on all persons interested under this my will or any codicil hereto.

Power to grant leases of unsold lands.

V. I DECLARE that it shall be lawful for my trustees to demise all or any of my real and leasehold hereditaments and premises hereinbefore devised and bequeathed in trust [for sale, and which shall for the time being remain unsold], for any term of years not exceeding twenty-one years [or for a mining lease not exceeding forty years, or for a building or improving lease not exceeding ninety-nine years], to take effect in possession or within six calendar months from the date of the lease, *or*, "for any term of years either in possession or reversion, and for any purpose," with or without taking a fine or premium, and upon such terms and conditions in all respects as they shall think fit, but so that any sum received as a fine or premium shall be applied as if the same were proceeds of a sale, and so that in case any lease should be granted on the surrender or determination of a then existing or prior lease or tenancy, the value of the interest so surrendered, or the tenant right or claim to compensation for improvements or otherwise in respect of such tenancy, may be taken into account in fixing the rent and terms of the new lease.

Clause giving the trustees express powers of leasing, etc., by reference to Settled Land Acts.

Addition where the statutory powers are extended.

VI. I DECLARE that my trustees may exercise over or in relation to all or any hereditaments of whatever tenure for the time being held upon the trusts of this my will or any undivided share or shares thereof all such powers of leasing [and sale] and other powers of every description which may be applicable thereto as are by the Settled Land Acts, 1882 to 1890, conferred upon tenants for life, and so that all the provisions of the said Acts subsidiary or incidental to such powers, shall be deemed to apply, and to be incorporated in this my will as far as circumstances may admit, subject nevertheless to the provisions herein contained, to the intent that such powers and provisions shall operate and take effect in like manner and with all the like incidents, effects, and consequences as if such powers had been conferred by the said Acts: [And also (to the intent that the additional or larger powers hereinafter contained and all provisions subsidiary or incidental thereto shall operate and take effect, as far as the case may admit, by way of extension and enlargement of the powers of and with the aid of the said Acts, and with all the like incidents, effects, and consequences, as if the same or the like powers were by the said Acts conferred upon tenants for life and had been hereby given to the said trustees by reference thereto, and so as to incorporate all subsidiary or incidental powers and provisions contained in the said Acts which may be applicable, but subject to the provisions herein contained) the powers hereinafter contained (that is to say) etc., *further powers, e.g. to grant leases for longer terms, or to make grants at fee farm rents*].

The same for specifically devised estate.

VII. I DECLARE that my trustees, *or other donee or donees*, may at any time before any son or daughter of mine shall attain an absolute vested interest in possession in the said hereditaments and premises hereinbefore devised, *or*, "during the minority of the said ," *or as the case may be*, exercise over or in relation to all or any part of the said hereditaments and premises all such powers, etc., *as in last form.*

Power to invest in the purchase of land.

VIII. I DECLARE that my trustees may, at the request in writing of the person or persons of full age, if any, for the time being entitled to the income of the said trust premises, and if there shall be no such person, at the discretion of my trustees, invest any moneys arising from the sale or conversion (which my trustees are hereby authorised to make for such purpose) of the said trust premises, or any part thereof, in the purchase of any manors, messuages, lands, or hereditaments in England or Wales, [or Ireland,] of freehold, copyhold, or customary tenure, or held for any term of years of which not less than fifty years shall be unexpired at the time of such purchase, or in the enfranchisement of any copyhold or customary hereditaments purchased under the present power: And that all such hereditaments shall be assured to my trustees, their heirs, executors, administrators, and assigns, according to the tenure thereof,[1] upon trust that my trustees shall with the consent in writing of the person or persons for the time being entitled to the income of the said trust premises, if of full age, and if there shall be no such person, at the discretion of my trustees, sell such hereditaments and premises: AND UPON

---

[1] When the purchase is authorised to be made with the proceeds of real estate comprised in a general devise in trust for conversion, substitute for the rest of this form (except the proviso at the end for indemnity of trustees in respect of leaseholds), "upon the trusts, and subject to the powers and provisions upon and subject to which the same premises would thenceforth be held, if the same had been comprised in the general devise and bequest in trust for conversion hereinbefore contained."

FURTHER TRUST that my trustees shall stand possessed of the net moneys to arise from every such sale after payment of the costs thereof, upon the same trusts, and with and subject to the same powers and provisions, including the said power of purchasing hereditaments, as the money laid out in the purchase of the hereditaments so sold would have been subject to if the same had not been so laid out: AND IN THE MEANTIME,[1] and until all the said purchased hereditaments shall be sold my trustees shall have power to manage the same premises, and to make allowances to and arrangements with tenants and others, and to accept surrenders of leases or tenancies: And to demise all or any part of the same premises, *see leasing powers*, p. 246; And until all the said purchased hereditaments shall be sold, my trustees shall pay and apply the rents and profits thereof to the person or persons for the purposes and in the manner, to whom and for and in which the income of the trust premises applied in the purchase of the said hereditaments would have been applicable if such purchase had not been made: PROVIDED ALWAYS that in the event of any leasehold hereditaments being purchased under the trust or power hereinbefore contained, my trustees shall be entitled to be indemnified to the fullest extent out of the trust premises for the time being and the rents and income thereof in respect of any liability incurred by them to the payment of the rents and the performance of the covenants and conditions reserved by or contained in the lease under which such premises are held, or under any covenant entered into by my trustees on the purchase of the said hereditaments or otherwise in relation thereto.

Power to purchase a house for residence of wife.

IX. PROVIDED ALWAYS, and I empower my trustees at any time, at the request in writing of my said wife, to lay out any sum not exceeding £ arising from the sale (which they are hereby authorised to effect) of any part of the said trust premises, in the purchase of a messuage, with suitable outbuildings and offices and other appurtenances, and with or without gardens, pleasure grounds, and land to be held therewith, as a residence for her, such messuage and premises to be situate in England or Wales, and to be either freehold, or copyhold, or leasehold, held for a term of years of which not less than forty years shall be unexpired at the time of purchase, and to be assured to my trustees, their heirs, executors, administrators, or assigns, as the case may require[2] upon trust, etc., *trust for sale and trusts of proceeds, as in last form, substituting* "messuage and premises" *for* "hereditaments": AND MY TRUSTEES shall until such sale permit my said wife to occupy such messuage and premises, but with power to them, with such consent or at such discretion as aforesaid, to demise the same or any part thereof for any term not exceeding twenty-one years, to take effect in possession or within six calendar months from the date of the demise, at rack-rent, the rent received under any such lease to be paid or applied in the same manner as the income arising from the proceeds of the sale of the said messuage and premises would be payable or applicable if the same were sold; *Proviso for indemnity of trustees in respect of leaseholds as in last form.*

---

[1] If the will contains a devise of land with powers of management, leasing, etc., the powers may be given by reference as follows:—"AND IN THE MEANTIME and until all the said purchased hereditaments shall be sold, my trustees shall have the like powers of managing, improving, granting leases of, and accepting surrenders of leases and tenancies of the same, condoning and granting licences to commit breaches of covenant as are hereinbefore given to them in respect of, etc."

[2] See p. 354, note (1).

Power to lay out for building, etc.

X. I AUTHORISE my trustees to lay out for building any of the hereditaments hereinbefore devised in trust for sale, and to erect, build, make and lay down on or under the same any houses, buildings, roads, paths, sewers, drains, gas-pipes, wires, dynamos, and engines for electric lighting, water-pipes and other conveniences, at the expense of my residuary estate.

Power to executors to carry out contracts for sale or purchase of land.

XI. I AUTHORISE my executors to complete or rescind any contract for sale or purchase of hereditaments of any tenure which I may have entered into, and which may at my death be uncompleted, and to make, insist upon, waive, or submit to any requisitions or objections as to title or evidence of title or otherwise, whether tenable or not, and either unconditionally or upon terms, and to make any arrangements as to giving or receiving compensation for error or misstatement in the particulars or otherwise, and to accept any title not strictly marketable either with or without receiving an indemnity, and to give an indemnity against defects in title by charge upon, or otherwise out of any part of my estate, and generally to act in all respects in relation to any such sale or purchase as if they were selling or purchasing as beneficial owners without being responsible for loss: [And I direct that all purchase-money or compensation payable upon any such purchase, and the costs of and incident to the completion of any such sale or purchase, shall be paid out of my residuary personal estate, and that the beneficial interest in any hereditaments contracted to be purchased by me as aforesaid, and the legal estate in any hereditaments contracted to be sold by me as aforesaid, shall be included in the general devise of my real estate hereinbefore contained and be conveyed accordingly, and the proceeds of any such sale as aforesaid shall be deemed part of my general personal estate].

Power to continue loan.

XII. AND WHEREAS   is indebted to me in the sum of £   , for which I hold his promissory note: Now I hereby empower my executors to postpone the calling in of such debt, or any other debt which may be owing to me from the said   at the time of my decease, for such period as my executors may think proper, without taking security for the same, and without being responsible for loss.

XVII.—TRUSTEE CLAUSES.

Appointment of trustees under Settled Land Acts, and Conveyancing Act, s. 42.

I. I HEREBY appoint my trustees, *or*, "the said, *trustees by name*," to be trustees of this my will for the purposes of the 42nd sec. of the Conveyancing and Law of Property Act, 1881, and for the purposes of the Settled Land Acts, 1882 to 1890, [*if the will gives* *powers by reference to the Acts, or extending the statutory powers, add,* and of any powers conferred by this my will by reference to or by way of extension or enlargement of the powers of the said Acts], AND I DECLARE that a sole trustee for the time being of this my will shall be competent to act for all the purposes of the said Acts, and this my will, including the receipt of capital money [and of notices] thereunder.

The same as to a particular estate.

II. I HEREBY appoint, *trustees by name,* to be trustees of the settlement hereby made of the said   estate for the purposes, etc., *as in last form.*

Trustees' receipt clause.

III. I DECLARE that the receipt of my trustees for the purchase-moneys of any property hereby directed or authorised to be sold, or for any other moneys, stocks, funds, shares, or securities, paid, delivered, or transferred to them under this my will, or any codicil hereto, or in the execution of the trusts or powers thereof, shall effectually discharge the person or persons paying, delivering, or transferring the same therefrom, and from being concerned to see to the application, or being answerable for the loss or misapplication thereof.

Power to appoint new trustees. Variations for several sets of trustees.

IV. PROVIDED ALWAYS and I hereby declare that if and so often as the said trustees hereby constituted, or any of them, shall die in my lifetime, or if they or any of them, or any trustee or trustees appointed under this present power or by a Court of competent jurisdiction, shall die after my decease or remain out of the United Kingdom for more than twelve calendar months, or desire to be discharged, or refuse or become unfit or incapable to act, it shall be lawful for the surviving or continuing trustees or trustee [of the class in which such vacancy or disqualification shall occur] (and for this purpose every refusing or retiring trustee shall, if willing to act in the execution of this power, be considered a continuing trustee,) or for the acting executors or executor, or administrators or administrator, of the last surviving or continuing trustee [of the same class] to appoint a new trustee or new trustees in the place of the trustee or trustees so dying or remaining out of the United Kingdom, or desiring to be discharged, or refusing or becoming unfit or incapable to act as aforesaid; And upon every such appointment the number of trustees may be increased or reduced, but not to less than two; And upon every such appointment the trust property (if any) [then vested in the trustees or trustee of the class in which such vacancy or disqualification shall occur, or in the heirs, executors, or administrators of the last survivor of such trustees] shall as soon as circumstances will admit be vested in the trustees for the time being [of the same class], but every new trustee may, as well before as after the trust property shall have been so transferred, execute all the trusts or powers of this my will [trusts or powers in respect of which he shall be so appointed a trustee,] as fully and effectually as a trustee hereby constituted.

Power to appoint special trustees of particular property.

V. PROVIDED ALWAYS and I hereby declare that it shall be lawful for my trustees to appoint any persons, not being less than two in number of whom any one or more of the general trustees of this my will may be one or more, to be trustees of, *here describe the property as*, "such part of the said trust premises as shall for the time being be situate in New Zealand," *or*, "the original and accruing share or portion hereby provided for any child of mine in the trust premises," *or as the case may be*, and upon every such appointment the trust property, *or*, "share or portion," in respect of which such trustees shall be so appointed shall, as soon as circumstances will admit, be transferred so as to be vested in the trustees so appointed upon such trusts and subject to such powers and provisions as are herein declared and contained concerning the same trust premises, and so that all the trusts, powers and provisions of this my will [including the trusts and powers for sale and conversion and postponing conversion, and leasing and management until sale and investment and varying investments, according to the nature of the property] shall so far as the same may be capable of applying be applicable to such trustees in relation to such share or portion, *or*, "trust property," as aforesaid, and the trust premises from time to time representing the same, in the same manner as far as may be as if such trustees had been the sole trustees for the time being of this my will.

Clause supplemental to statutory power of appointing new trustees, with variations.

VI. I DECLARE that the power of appointing new trustees of this my will shall be vested in my said wife during her life, and after her decease in the said *tenant for life*, during his life, *or*, "in the said *tenants for life*, during their joint lives, and the survivor of them during the life of such survivor."

The same. Another form.

VII. I DECLARE that the power of appointing new trustees of this my will shall be exercisable with the consent of my said wife during her life, and after her decease of the said, *tenant for life*, during his life, *or*, "of such of my said sons as shall for the time being be of full age," *or*, "of the person or persons of full age, if any, for the time being entitled to the income of the said trust estate;" and afterwards, *or*, "in case and so long as there shall be no such person," at the discretion of the persons or person in whom such power shall for the time being be vested under the statute in that behalf.

Provision that donees of power may appoint themselves.

VIII. I DECLARE that the personal representatives of a last surviving or continuing trustee of this my will may under the statutory power of appointing new trustees appoint himself or themselves or any one or more of themselves whether alone or jointly with any other person or persons to be a new trustee or new trustees of this my will.

Provision for keeping up number of trustees.

IX. PROVIDED ALWAYS, and it is my wish that the number of the trustees of this my will shall at all times be kept up to not less than three, and that in the event of the number becoming at any time by death or otherwise reduced below that number the vacancy or vacancies shall as soon as circumstances will conveniently admit be filled up so as to restore that number, but nevertheless any acts or proceedings of the trustees or trustee for the time being in the interval before the filling up of such vacancy or vacancies shall not be invalidated by reason of the same not having been done.

Power to majority of trustees to act.

X. PROVIDED ALWAYS, and I declare that all or any of the powers and authorities hereby given to or vested in my trustees in relation to the trust estate may at any time be exercised by a majority of the trustees for the time being without the concurrence or with merely the formal concurrence of any trustee who by reason of illness, infirmity, residence at a distance or otherwise may be unable or unable without inconvenience to take an active part therein, and such a trustee may, in order to facilitate business, by power of attorney or otherwise empower any of the other trustees to use his or her name for execution or signature of documents for any of the purposes of the trust without being responsible for loss, and all acts and proceedings of the majority of the trustees shall in such case be as valid and effectual as if they had all concurred therein.

Power to employ agents, etc.[1]

XI. I AUTHORISE my trustees to employ any agents, collectors, clerks, accountants, or managers, for the purpose of getting in rents or debts, or managing or keeping or making up the accounts of my estate, or otherwise in relation to the execution of the trusts of my will, at such remuneration, either by way of poundage or salary or otherwise, as they shall think fit.

Power to appoint agents to get in or manage property abroad, etc.[2]

XII. I EMPOWER all or any of my trustees, or executors, or any sole trustee or executor for the time being of this my will who may be resident in the United Kingdom, to appoint any person or persons (whether a trustee or trustees, or executor or executors of my will or not) or any corporation to act as their or his agent or attorney, or agents or attorneys, or on their or his behalf in
or elsewhere abroad, for the purpose of selling, converting, collecting, getting in, and executing and perfecting assurances of, or managing or cultivating any of my property, real or personal, which may be abroad, or otherwise administering my estate in or executing the trusts of my will in relation to any such property, with such provisions in that behalf as may be thought fit, and with power to appoint substitutes without being responsible for any loss thereby arising; and I give the like power to my trustees or trustee or executors or executor who may be resident abroad to appoint any person or persons to act for them or him in any part of the United Kingdom or elsewhere without being responsible for loss.

Power to delegate trusts to resident trustees.[2]

XIII. I AUTHORISE my trustees from time to time to delegate to such of the said trustees as may for the time being be resident in England, the execution of the trusts and powers of this my will, as regards property situate in England, and to such of the said trustees as may for the time being be resident in New Zealand, the execution of the aforesaid trusts and powers as regards property situate in New Zealand, and from time to time to revoke such delegation, and for that purpose to execute such powers of attorney or other instruments as may be proper without being responsible for loss: And I declare that no purchaser or other person dealing with any trustees or trustee to whom the execution of any of such trusts or powers may have been delegated shall be bound to inquire whether such delegation remains in force.

---

[1] See also next form, and note thereto.

[2] In the case of property abroad, the trustees would have this power without special authority, this being from the necessity of the case an exception to the rule that a trust cannot be delegated: see *Stuart* v. *Norton*, 14 Moo. P. C. 17; but see *Re Hetling and Merton*, [1893] 3 Ch. at 280.

Clause for indemnity and reimbursement of trustees. Variations for several sets of trustees and other circumstances.

XIV. PROVIDED ALWAYS and I hereby declare that my trustees [the several trustees of this my will] shall be respectively chargeable only for such moneys, stocks, funds, shares, and securities as they shall respectively actually receive, notwithstanding their respectively signing any receipt for the sake of conformity, and shall be answerable and responsible only for their own acts, receipts, omissions, neglects, and defaults respectively, and not for those of each other, nor of any banker, broker, auctioneer [attorney], or other person with whom, or into whose hands, any trust moneys or securities shall be deposited or come, nor for dispensing wholly or partially with the investigation or production of the lessor's title as to leaseholds, nor for otherwise accepting less than a marketable title on [the purchase, or taking in exchange, or on partition or enfranchisement, or on] lending money on the security of any hereditaments, [nor for any defect in title or value of any hereditaments purchased or taken in exchange or on partition or enfranchisement or on mortgage,] nor for the insufficiency or deficiency of stocks, funds, shares, or securities, nor for any other loss, unless the same shall happen through their own wilful default respectively, and also that the said [several] trustees or trustee for the time being may reimburse themselves or himself respectively, or pay or discharge out of the said trust premises all expenses incurred in or about the execution of the trusts or powers of this my will.

Clause supplemental to statutory indemnity of trustees.[1]

XV. I DECLARE that in addition to the ordinary indemnity given by law to trustees, my trustees may dispense wholly or partially with the investigation or production of the lessor's title as to leaseholds, or otherwise accept less than a marketable title on [the purchase or taking in exchange or on partition or enfranchisement or] lending money on the security of any hereditaments, and shall not be liable for any loss occasioned thereby.

Provision where one of executors and trustees may be indebted to testator.

XVI. PROVIDED ALWAYS that inasmuch as the said A. may be indebted to me or to my estate at my death for moneys lent by me to him or otherwise, I declare that the executors and trustees for the time being of this my will (other than the said A.) shall be deemed to be executors and trustees in respect of any moneys owing by the said A. to me or my estate as aforesaid and the interest thereof, and shall be alone entitled to recover and receive such moneys and interest, and to give a good discharge for the same, but the same when received shall be held and dealt with as part of my general estate.

---

[1] This is now partly provided for by statute; but as the clause goes beyond the statutory powers, especially as to the part in brackets, it is in general better to insert it. If thought proper, add "and that after the lapse of six years from the performance or exercise by my trustees of any trust or power conferred by these presents, it shall be assumed in the absence of proof to the contrary that every consent or request hereby required to be given to such performance or exercise was duly given and made."

Power to trustees to settle questions.

XVII. I AUTHORISE my trustees to determine what articles pass under any specific bequest contained in this my will, or any codicil hereto, and whether any moneys are to be considered as capital or income, and whether any expenses, outgoings, or other payments ought to be paid out of capital or income, and how valuations are to be made, or value determined, for the purpose of any case of [hotchpot, or satisfaction, or] allotment, or appropriation, or otherwise, and to apportion blended trust funds, and to determine all questions and matters of doubt arising in the execution of the trusts of this my will, or any codicil hereto: and I declare that every such determination, whether made upon a question actually raised or implied in the acts or proceedings of my trustees, shall be conclusive and binding on all persons interested under this my will or any codicil hereto.

Power to trustees to act although personally interested.

XVIII. I DECLARE that my trustees may exercise or concur in exercising all powers and discretions hereby or by law given to them, notwithstanding that they or any of them may have a direct or other personal interest in the mode or result of exercising any such power or discretion [but any of my trustees shall nevertheless be at liberty to abstain from acting except as a merely formal party in any matter in which he may be so personally interested, and to allow his co-trustees or co-trustee to act alone in the exercise of the powers and discretions aforesaid in relation to such matter].

Power to executors and trustees to employ agents.

XIX. I DECLARE that my executors and trustees may employ and pay a solicitor or any other agent to transact all the business of the trust, and that the said shall be entitled to receive all usual professional charges and emoluments notwithstanding his acting as one of my executors and trustees.

Provision enabling professional trustee to be paid by a salary.

XX. AND I DECLARE that any trustee may agree with the other trustees or trustee for the time being to receive in respect of all or any particular part of the business of the trust in lieu of the ordinary professional charges, a salary of such amount and during such period as may be deemed reasonable.

Devise of trust and mortgage estates of copyhold.

XXI. I DEVISE to my executors, their heirs and assigns, all copyhold or customary hereditaments vested in me at my decease as a trustee or mortgagee, and of which I may be tenant on the court rolls of any manor or manors, subject to the trusts or equities affecting the same respectively.

---

808. **Windward Islands.** — Appeals to the Privy Council are regulated by Orders in Council of June 28, 1909 (St. R. & O. 1909, Nos. 756, 757, 759).

814. **Witness.**—A *subpœna ad testificandum* in a criminal case will be set aside as an abuse of the process of the Court in the same way as a *subpœna* in a civil cause (*R.* v. *Baines*, [1909] 1 K. B. 258; 78 L. J. K. B. 119).

815. ——. By sec. 111 of the County Courts Act, 1888, 51 & 52 Vict. c. 43, a county court judge has power to fine a witness who

does not appear, without sufficient cause, up to £10. The judge may order the whole or part of the fine to be applied towards indemnifying the party injured by the witness's non-appearance. By Order XXV. 31 (3) (*a*) of the County Court Rules, the above provisions are extended to a debtor under a judgment summons. The judge cannot, however, order the fine to be paid in reduction of the debt (*R.* v. *Snagge*, [1909] 1 K. B. 644 ; 78 L. J. K. B. 562).

816. ——. In a prosecution for living wholly or in part on the earnings of prostitution under sec. 1 of the Vagrancy Act, 1898, 61 & 62 Vict. c. 39, the wife of the accused is not a competent witness even if it is on her earnings that the accused is charged with living, and the proceedings are originally instituted by her (*Director of Public Prosecutions* v. *Blady*, [1912] 2 K. B. 89 ; 81 L. J. K. B. 613).

817. ——. By the Criminal Law Amendment Act, 1912, 2 & 3 Geo. v. c. 20, sec. 7 (6), the wife or the husband of a person charged with an offence under the Vagrancy Act, 1898, may be called as a witness either for the prosecution or the defence and without the consent of the person charged, but this provision is not to affect a case where the wife or husband of a person charged with an offence may at common law be called as a witness without the consent of that person.

817. ——. Under sec. 4 of the Criminal Evidence Act, 1898, the wife of a person charged cannot be compelled to give evidence for the prosecution against her will (*Leach* v. *R.*, [1912] A. C. 305 ; 81 L. J. K. B. 616). In view of this decision it is probably desirable that in such cases a wife should be advised by the Judge that she is not compellable to give evidence against her husband (see *R.* v. *Acaster*, 1912, 106 L. T. 384).

817. ——. Where a defendant was charged with assault before a Court of Summary Jurisdiction, the prosecuting solicitor asked him while he was giving evidence under the Criminal Evidence Act, 1898, 61 & 62 Vict. c. 36, whether he had previously been convicted of a similar offence. The justices disallowed the question which was not answered, but the solicitor stated that he had a certified copy of the conviction. The justices convicted, but stated that they entirely disregarded the question and the solicitor's observation. Under these circumstances the conviction was held good (*Barker* v. *Arnold*, [1911] 2 K. B. 120 ; 80 L. J. K. B. 820).

817. ——. In deciding whether a question tends to show that a prisoner has committed an offence other than that with which he is charged, the whole course of the cross-examination must be taken into consideration and not merely a single question. The judge should stop such questions without waiting for an objection from the prisoner's counsel. Section 1 (*f*) (ii.) of the Criminal Evidence Act, 1898, applies to cases where the defence calls witnesses as to character, or where the witnesses for the prosecution are cross-examined as to the prisoner's good character, and not to cases where the prisoner merely protests his innocence (*R.* v. *Ellis*, [1910] 2 K. B. 746 ; 79 L. J. K. B. 841).

817. ——. *R.* v. *Hudson*, [1912] 2 K. B. 464 ; 81 L. J. K. B. 861, the question as to when "the nature or conduct of the defence is such as to involve imputations on the character of the prosecutor or the witnesses for the prosecution" arose. In that case the appellant was charged with stealing a Post Office Savings Bank book and a sum of money in a public-house. The defence was that other men had committed the crime and that the book was put by them into the appellant's pocket. Two of the witnesses for the prosecution were asked whether they had not had the money and put the book into the appellant's pocket, and one of them was asked whether he had not committed the robbery and ran away. On the prisoner giving evidence, the prosecuting counsel obtained leave to cross-examine him as to his previous career, and no objection was raised by counsel for the defence. The prisoner was convicted, and appealed on the ground that the cross-examination was inadmissible under sec. 1 of the Criminal Evidence Act, 1898. The Court of Criminal Appeal dismissed the appeal. In the course of the judgment of the Court the authorities were reviewed by Lord Alverstone, C. J., who delivered it. The following passage appears to be worth quoting *in extenso* :—

"The first reported case in which the question appears to have arisen is the case of *R.* v. *Marshall*, 1899, 63 J. P. 36, in which Darling, J., at the Central Criminal Court, after consulting the Recorder and the Common Serjeant, ruled that in a case of murder, where the prisoner giving evidence alleged that the deceased had been killed by her husband, who had been called as a witness for the prosecution, she could be cross-examined as to previous convictions. This ruling has been followed on many occasions.

"In *R.* v. *Bridgewater*, [1905] 1 K. B. 131 ; 74 L. J. K. B. 35, a conviction was quashed on the ground that the appellant had been improperly cross-examined. In that case counsel for the prisoner had cross-examined a police sergeant, Moss, suggesting that the prisoner, who was convicted of stealing copper, had acted under the instructions of Moss in obtaining possession. These questions put to Moss did not involve any imputation on his character, as he admitted that he had previously employed the prisoner to obtain information for him, and in giving judgment in that case I pointed out that the learned Judge in summing up the case had told the jury that if they thought the prisoner was in point of fact acting under the directions of Moss they could acquit him.

"In *R.* v. *Preston*, [1909] 1 K. B. 568 ; 78 L. J. K. B. 335, a conviction was also quashed on the ground that the prisoner had been improperly cross-examined. In that case counsel for the prisoner had questioned the police inspector as to the way in which a certain attempt to identify the prisoner had been carried out. The prisoner had not been identified on the occasion in question, but it was suggested that the method of identification was unfair.

"Channell, J., in delivering the judgment of the Court, said : 'The statement in the present case was a mere unconsidered remark made by the prisoner without giving any serious attention to it, and in our opinion it does not come within sec. 1 subsection (*f*) (ii.) of the Act as being an imputation made upon the character of a witness for the prosecution for the purpose of discrediting his testimony. If that were the nature of the imputation the prisoner could be cross-examined as to his character.' And in the recent case of *R.* v. *Westfall*, 1912, 107 L. T. 463, where a prisoner had made an attack on the magistrate and members of the police force, and cross-examined the prosecutor as to his being a habitual drunkard, and made a charge of improper violence against the constable who arrested him, Hamilton, J., delivering the judgment of the Court, consisting of Channel, J., Lush, J., and himself, cited the two passages from *R.* v. *Preston*, and *R.* v. *Bridgewater*, and held that cross-examination was not admissible, following those two cases.

"The decisions in these three cases may well be supported on grounds which do not touch the question raised in the present case. They cannot be treated as laying down a general rule applicable to all cases, and in the opinion of the Court they are not a complete enunciation of the law under the section. The Court certainly had no intention, in giving judgment in *R.* v. *Preston*, of overruling *R.* v. *Marshall*, which was cited before them in the course of the argument. In our opinion, where a prisoner, certainly when defended by counsel, has through that counsel accused the witnesses of having committed the crime with which he, the prisoner, is charged, the case comes directly within the section and the prisoner can be cross-examined as to his character or previous convictions.

"We think that the words of the section 'unless the nature or the conduct of the defence is such as to involve imputations,' etc., must receive their ordinary and natural interpretation, and that it is not legitimate to qualify them by adding or inserting the words 'unnecessarily,' or 'unjustifiably,' or 'for purposes other than that of developing the defence,' or other similar words."

817. ——. After *R.* v. *Bridgwater*, [1905] 1 K. B. 131, add a reference to *R.* v. *Preston*, [1909] 1 K. B. 568 ; 78 L. J. K. B. 335.

817. ——. To the enactments mentioned in the schedule to the Criminal Evidence Act, 1898, 61 & 62 Vict. c. 36, add the Punishment of Incest Act, 1908, 8 Edw. VII. c. 45, and the Mental Deficiency Act, 1913, 3 & 4 Geo. V. c. 28.

817. ——. One of two prisoners who refuses to give evidence on his own behalf but does so on behalf of the other prisoner may be cross-examined to show his own guilt (*R.* v. *Rowland*, [1910] 1 K. B. 458 ; 79 L. J. K. B. 327).

818. ——. See CRUELTY TO CHILDREN herein.

820. ——. *Coulson* v. *Disborough*, [1894] 2 Q. B. 316, was commented on in *In re Enoch and Zaretzky*, [1910] 1 K. B. 327 ; 79 L. J. K. B. 363, where it was laid down that a judge has no power to call and examine a witness if either party objects ; if such a witness is called and gives evidence adverse to a party, that party should be allowed to cross-examine him.

822. ——. As to *Coulson* v. *Disborough*, [1894] 2 Q. B. 316, see *In re Enoch and Zaretzky*, *supra*.

838. Yard ; Yards.—As to compulsory paving of yards, see Public Health Acts Amendment Act, 1907, 7 Edw. VII. c. 53, sec. 25. As to extent of the Act, see secs. 2 (2) and 3.

843. Youthful Offenders. — See the Summary Jurisdiction (Children Act) Rules, 1909, of May 27 (St. R. & O. 1909, No. 698).

845. ——. By Order in Council of April 2, 1909 (St. R. & O. 1909, No. 342), certain of the provisions as to industrial schools are applied to certified day industrial schools.

848. ——. The regulations made under sec. 4 (2) of the Prevention of Crimes Act, 1908, will be found in St. R. & O. 1909, No. 724.

850. Zanzibar.—The Zanzibar Order, 1906, is amended by that of 1909 (St. R. & O. 1909, No. 1237); see also the Foreign Jurisdiction (Admiralty) Order, 1910 (St. R. & O. 1910, No. 1183).

VOLUME XV.

TABLE OF CASES.

p. 292. Add *Smith, In re*; *Hepburn, Ex parte,* IV. 592, IX. 345.

p. 294. The reference to *Smith Service & Nelson & Sons,* should be I. 458.

INDEX

ABATEMENT OF LEGACIES, 1
ABETTOR, 1
ABOMINABLE CRIME, 1
ABORTION, 1
ABSTRACT OF TITLE, 2
ABUSE OF PROCESS OF COURT, 2
ACCELERATION, 2
ACCESSION OF SOVEREIGN, 2
ACCESSORY, 2
ACCIDENT. See *Assurance Companies; Campbell's (Lord) Act; Employers' Liability; Insurance; Workmen's Compensation*
ACCIDENTS, NOTICE OF, 3
ACCOMMODATION WORKS, 4
ACCORD AND SATISFACTION—
  acceptance of cheque in satisfaction, 4
  rule in *Cumber* v. *Wane*, 4
ACCOUNTANT—
  right to use word, 4
ACCOUNTS, FALSIFICATION OF. See *Company; Falsification of Accounts*
ACCUMULATION, 4, 690
ACKNOWLEDGMENT. See *Limitation*
ACQUIESCENCE—
  contract, fraud, 5
  will, contest by executor, 5
ACT OF PARLIAMENT—
  construction, 5
  repeal, 5
ADEMPTION, 5
ADJOINING OWNERS—
  ad medium filium viæ, 5
  warding damage off land, 5
ADMINISTRATION ACTION—
  parties, 6
  transfer of proceedings, 6
ADMINISTRATOR. See *Executors and Administrators*
ADMIRALTY ACTION—
  extent of liability, 6
  County Court jurisdiction, 6
ADMIRALTY DIVISION—
  jurisdiction, 6
ADMISSION IN CRIMINAL CASES—
  statement made in prisoner's presence, 6
  confession by fellow-prisoners, 6
ADMISSIONS—
  confidential report, 6
ADULTERATION. See also *Milk*—
  appeal, 7
  written warranty, 7
  cream, 7
  notice of analysis, 7
ADULTERATION—*continued*
  inspector, proof of appointment, 6
ADVERTISEMENTS—
  Advertisements Regulation Act, 1907, 7
AERIAL NAVIGATION—
  Aerial Navigation Acts, 1911 and 1913, 8
AFFILIATION—
  liability of father where child chargeable, 9
  altering date of summons, 9
  liability of father's estate, 9
  evidence, 9
AFFINITY, 9
AGENT. See *Principal and Agent*
ALBERTA—
  Appeals to Privy Council, 103
ALDERMEN—
  election of, 9, 271–272, 499
ALIMONY. See also *Maintenance*—
  action for, 10
  amount of, 10
  injunction, 10
ALKALI WORKS, 10
ALLOTMENTS—
  provision of, 10
  powers of councils, 11
  common pasture, 13
  acquisition of land, 635
AMBIGUITY, 13
AMENDMENT IN CRIMINAL PROCEEDINGS—
  indictment, 14
ANCIENT MONUMENTS—
  protection of, 14
ANIMALS. See also *Cruelty to Animals*—
  scienter, 17
  savage horse in field. 18
  animal attacking other animal, 18
  carcase washed ashore, 18
  notification of disease, 18
  jobmaster's responsibility for his horses, 18
  carriage of, 19
  dangerous dog, 264
  trespassing, 264
  Dogs Order, 264
ANNUITIES—
  right of personal representative of annuitant to, 19
  to several persons without survivorship, 19
  chargeable on corpus or income, 19
  insufficiency of estate, 19

ANNUITIES—*continued*
  portion of estate set aside to secure, 19, 20, 338
  interest on arrears, 20
  forfeiture by assignment, 20

APPEALS. See also *Criminal Appeal; Criminal Cause or Matter; Order, Interlocutory or Final; New Trial*—
  constitution of Court of Appeal, 20
  from Court to which matter specially referred by Statute, 20
  schedule of evidence, 20
  from Divisional Court in County Court action, 21
  evidence on appeal, 21
  powers of Court of Appeal, 21
  matter of practice or procedure, 21
  County Court judges note, 21
  hypothetical case, 22
  power to vary order of Court of Appeal, 22
  costs, solicitor's undertaking to repay, 22
  issue under Order 45, r. 4, 334
  under Irish Land Act, 1903, 413

APPEARANCE—
  setting aside writ, or service thereof, 22

APPORTIONMENT—
  basis of, 22
  Crown debts, 23
  Queen Anne's Bounty, 23
  first fruits, 23
  dividends, 23
  rent, 23
  private companies, 23

APPRAISEMENT, 23

APPRENTICE—
  apprenticeship agreement, writing, 23
  apprenticeship agreement, stamp duty, 23
  apprenticeship agreement, Sea Fishing Service, Form of, 24

APPROPRIATION OF PAYMENTS—
  rule in *Clayton's Case*, 24, 59

ARBITRATION—
  matter in dispute, when and where arising, 24
  scope of reference, 24
  staying action, 24, 25
  step in proceedings, 24
  qualification of arbitrators, 25
  remuneration of arbitrators, 25
  arbitrator's powers as to customs, 25
  application under sec. 5, 25
  submission, 25
  evidence, rules of, 26
  amendment, 26
  arbitrator's power to call witness, 26
  costs, 26
  misconduct of arbitrator, 26
  presumption in favour of award, 26
  appeal, 26
  enforcing award, 26, 61

ARCHITECT, 26

ARRAIGNMENT—
  statement as to prisoner's antecedents, 27

ARREST OF SHIP—
  by person claiming for stowing cargo or trimming coal, 27
  jurisdiction, 27

ARTISANS—
  housing, 28

ASSAULT—
  indictment, 28
  serving order of court, 28
  information laid by third party, 28

ASSESSMENTS—
  repair of road, 29
  water rate, 29
  lessee subletting at profit, 29

ASSETS—
  Administration of Estates Act, 1833, 29
  order for payment against lunatic's estate—priority, 29

ASSIGNMENT OF CHOSES IN ACTION—
  unliquidated damages, 29

ASSIGNMENT OF CHOSES IN ACTION—
  action of tort, 30
  remedying defective title, 31
  part of debt, 30
  notice, 30
  contract induced by fraud, 31
  of legacy where trustee has misappropriated residuary estate, 31
  set-off, 31

ASSIZES. See *Circuits and Assizes*

ASSURANCE COMPANIES. See also *Industrial Insurance Company*—
  Assurance Companies Act, 1909, 31–41
  companies to which Act applies, 31
  deposit, 32
  separation of funds, 33
  accounts, 33
  amalgamation or transfer, 34
  winding up, 35
  custody and evidence of documents, 35
  penalties, 35
  life assurance, 36, 40
  fire assurance, 37, 40
  accident assurance, 37, 40
  employers' liability insurance, 38, 40
  bond investment business, 39, 41
  underwriters, 39, 41

ASYLUMS. See also *Lunacy*.
  Mental Deficiency Act, 1913, 41–54
  Asylums Officers, 54
  pauper lunatics, 54–55

ATTESTATION—
  parol evidence, 55
  solicitor witness to will—power to charge, 55

ATTORNEY-GENERAL—
  right to take action on behalf of section of public, 55
  right to injunction, 55
  laches, 56
  declaratory judgment, 56
  costs, 56

ATTORNEY-GENERAL—*continued*
  right to appeal in proceedings where not party, 107
ATTORNMENT, 56
AUCTION—
  reserve—mistake of auctioneer, 56
  Statute of Frauds, 56
AUDITORS—
  rights as against directors, 56, 136–138
AUSTRALIA—
  appeal to Supreme Court, 56
  appeal to Privy Council, 57
AUTREFOIS ACQUIT—
  not guilty, 57
AVERAGE—
  repairing particular damage loss, 57
  fire, general average, 57

BAHAMAS—
  currency, 57
BAIL—
  agreement to indemnify, 57
BAILIFF—
  action against, 57
  remaining in possession—right to fees, 57
  mileage fees under Bankruptcy Acts, 66
BAILMENT—
  bailee parting with goods under magistrate's order, 57
BALLOT—
  position of mark, 58
BANK—
  use of word by moneylenders, 491
BANKBOOKS—
  power of magistrate to order production, 58
  examination of copies, 58
BANKER AND CUSTOMER—
  money paid to banker in mistake of fact, 58
  negligence of customer, 58
  overdraft, effect of, 58
  forged cheque, 58
  mistake in pass-book, 58
  negligence of banker, 58
  rule in *Clayton's case*, 24, 59
  principal's right to balance of agent's account, 59
  inquiries as to customer's credit, 59
  deposit of securities by agent, 59
  lien, 59
  cheque stopped by telegram, 110
BANKRUPTCY. See also *Building Society; Creditors' Deeds; Debtors' Act; Private International Law*
  fraudulent conveyance, 60
  fraudulent settlement, 72
  Bankruptcy Notice—
    foundation, 61
    detinue, 61
    interest, 61
    income tax, 61
    award, 61
    equitable execution, 61
    part of debt, 62

BANKRUPTCY—*continued*
    bankruptcy of creditor, 62
    specific performance, 62
    not in accordance with judgment, 62
    address of creditor, 63
    trustee of judgment creditor, 63
    sufficiency of debt, 61, 63
    form of, 61, 63
  married women, 63
  lunatic, 64
  petition—
    specific performance, 64
    sufficiency of debt, 64
    when creditor may present, 64
    void deed of arrangement, 65
    presentation by company, 64
    debtor trading under partnership name, 65
    service of, 65
    discontinuance of petition, 65
    dismissal of—costs, 65
    affidavit verifying, 65
    staying proceedings under sec. 7 (5), 66
  receiving order—
    sufficient cause, 65
    under sec. 103 (5), 66, 68–69
  bailiff—mileage fees, 66
  official receiver—liability to costs, 66, 67.
  public examination, answering questions, 66
  meeting of creditors—*quorum,* 66
  composition, 67
  foreign assets, 67
  contingent liability under sec. 37, 67
  special manager's accounts, 67
  bankrupt, payment or delivery to, 68, 69
  trustee—
    sale to company promoted by, 67
    application to Court, 67
    penal interest, 67
    retention of dividend to meet costs, 68
    retention of assets, 69
    right to property of bankrupt, 68
    right to bankrupt's copyright, 69
    right to continue action, 70
    retention of money due to bankrupt as surety, 70
    right as against *bona-fide* purchaser, 68, 72, 73
    right as against banker, 68
    right to redeem pledge, 69
    right to retiring allowance, 70
    right to after-acquired property, 70
    right to property disposed of by bankrupt, 68
    right to chose in action, 70
    title of, date of, 71
    right to trust property, 74
    removal, 78
    notice of taxation, 77

BANKRUPTCY—*continued*
    banker, duty of, 68
    committee of inspection, 68, 79
  stockbroker, pledge of securities, 69
  security for costs—nominal plaintiff, 70
  order and disposition, 71
  company used as *alias* of bankrupt, 71
  attendance of witness at private examination, 71
  garnishee order, 62, 72
  costs of execution, 72
  purchaser within sec. 47, 72
  voluntary settlement on wife, 73
  settlement on trustees, 73
  trust property, 74
  assignment of book debts, 74
  bankrupt leaseholder, 74
  mortgage of leaseholds, 74
  fraudulent preference, 74
  proof of debts—
    contingent liability, 67
    by person whose goods are in order and disposition of bankrupt, 71
    by company against director, 74
    secured creditor—right of consolidation, 75
    mortgage, 75
    withdrawal of proof, 75
    preferential payments, 75
    author's royalties, 75
    purchaser under fraudulent agreement, 75
    deed of separation, 75
    by husband, 75
    moneylending transaction, 76
    expunging proof, 76
    estoppel of bankrupt, 76
    under sec. 23 of Act of 1890, 76
  set-off—
    vendor, 76
    mortgagee, 77
    debentures, 77
    costs, 77
    breach of trust, 74, 77
  discharge—
    notice of application for, 77
    liquidation by arrangement, 77
    onus of proof, 78
    unconditional refusal, 78
    official receiver's report, 78
    suspension of, 77, 78
    revocation of, 78
    jurisdiction of Court, 79
    extent of discharge, 78
  creditor, who is, 79
  debtor, who is, 60
  settlement of after-acquired chattels on wife, 71
  small bankruptcies—costs, 78, 79
  transfer of proceedings, 79
  disclaiming onerous property, 74, 79
  person aggrieved, 79
  Debtors Act, offences under, 80–83
  appeal, 80
  form, 83

BASTARD—
  custody of, 84
  relief from income tax, 395
BATHS AND WASH-HOUSES—
  entertainments in, 84
  transfer of powers to Local Government Board, 84
BECHUANALAND—
  application of acts, 84
  Concessions Court, powers of, 84
  coinage, 84
BEES—
  foul brood, Ireland, 84
BENEFICIAL OCCUPATION, 84
  See also *Rating*
BENEFICIAL OWNER, 85
BETTING. See also *Gaming and Wagering*—
  Street Betting Act, 1906, 85, 86
  circulars to infants, 86
BETTING HOUSE—
  what is, 86
  evidence, 87
BIAS, 87
BIGAMY—
  marriage abroad, 87
  identification of husband, 87
BILL OF COSTS—
  sufficiency of, 87
  time of delivery, 87
BILLETING—
  scale of prices, 87
BILLS OF EXCHANGE—
  fictitious person, 87
  holder in due course, 88
  onus in case of fraud, etc., 88
  acceptance on behalf of company, 88, 89
BILLS OF LADING—
  estoppel, 89
  through bill, 89
  short delivery, 89
  endorsed to charterer as security, 89
  exemption from negligence, 89
  whether contract in charter-party or not, 89
BILLS OF SALE—
  chose in action within sec. 4 of Act of 1878, 90
  what is, 90
  debentures of Guernsey company, 90
  statement of consideration, 90
  condition or defeasance, 90
  defeasance, 90
  declaration of trust, 55, 90
  estoppel, 90
  condition, 90, 91
  documents of title, 91
  real bargain, 91
  form, 91
  attesting witness, 91
  bankruptcy of grantor who remains in possession, 71

- Birds—
  - possession of, in prohibited area, 91
  - taking by hook, 91
- Births—
  - registration of, 91, 92
  - Society of Friends, 92
- Bishop—
  - Suffragan of Willesden, 92
  - Sheffield, Chelmsford, and County of Suffolk, 92
- Black List, 92, 93
- Blanks in Deeds, 93
- Board of Agriculture and Fisheries—
  - secretaries of, 93
- Board of Trade—
  - salary of President, 93
- Bodily Harm, 93
- Borough—
  - women, 93
- Borrowing Powers—
  - overdraft, 93
  - without security, 93
- Breach of Promise—
  - married person, 94
- Bread—
  - sale by weight, 94
  - French or fancy, 94, 369
- British Central Africa, 94
- British Columbia—
  - appeals to Privy Council, 102
  - marriages, 102
- British East Africa, 94, 95
- British Guiana, 95
- British Honduras, 95
- British India—
  - Presidency of Fort William, 95
  - Government of India Act, 1912, 95
  - High Courts, 95
- British Ship—
  - forfeiture, 95
- Broker. See also *Principal and Agent*—
  - contracting on own behalf, 95
- Brothel—
  - managing, 96
  - letting premises for immoral purpose, 95
  - right to determine tenancy, 95, 96
  - procuration, 97
  - arrest, 97
  - indictment under Criminal Law Amendment Act, 1885, 97
  - defectives, 96
- Building Scheme—
  - restrictive covenants, 97
  - contravention of covenants, 97
  - offensive trade, 97
- Building Society, 98
- Burglary, 98
- Burglary Insurance—
  - assured's staff, 98
- Burial—
  - transfer of powers, 98–99
  - erection of schools on consecrated ground, 99
- Burial—*continued*
  - consent of adjoining owners, 99
  - fees, 99
  - sale under order of Charity Commissioners, 99
  - profits on unused grounds, 100
- Butter—
  - milk blended, 377
- By-law—
  - bad language, 215–216

- Cab—
  - mechanical, 100
  - taximeter, 100
  - fares, 100
  - privileged, 100
  - licence, 101
  - status of driver, 4, 101
  - penalties, 108
- Camera—
  - proceedings in, 101
  - publication, 101
- Campbell's (Lord) Act—
  - right of parent to sue, 101
  - insurance, 102
- Canada—
  - aliens, 102
  - conflict between Legislatures, 102
  - appeals to Privy Council, 102
  - marriages, 102
  - Colonial Probates Act, 103
- Cape of Good Hope—
  - union of South Africa, 103
  - Court of Resident Commissioners, 103
- Cargo—
  - timber, 103
  - full cargo, 103
- Carrier—
  - warehouseman acting as, 103
  - non-delivery due to strike, 103
  - passenger's luggage, 104
  - wilful misconduct, 104
  - conditions, 104
  - lieu, 104
  - dangerous goods, 220
- Caution, 104
- Caveat Actor, 105
- Census, 105
- Certificate of Conviction—
  - admissibility in evidence, 105
- Certiorari, 105
- Ceylon—
  - marriage, 105
- Champerty, 105
- Charities—
  - Mortmain Act, 1891, 105
  - conflict of laws, 105
  - object outside jurisdiction, 105, 107
  - particular object, 106
  - schoolhouse, 106
  - city companies, 106
  - valid gifts, 106
  - void gifts, 106, 107
  - rule against perpetuities, 107
  - school no longer used, 107

CHARITIES—*continued*
  amalgamation of charities, 107
  failure of object, 107
  cy-prés, 107, 108
  alterations in regulations, 108
  act of majority of trustees, 108
  particular intention, 108
  general intention, 108
  School Sites Act, 1841, 108, 109
CHARITY COMMISSION—
  acts *ultra vires*, 109
  cy-prés, 109
CHARTER-PARTY—
  whether contract in bill of lading or not, 89
  ambiguous, 109
  when ship ready to load, 109
  cancellation of, 109
  strike clause, 109
CHEMIST—
  necessity for qualification, 109, 110
  executors, etc., carrying on business, 110
  title, 110
CHEQUE. See also *Banker and Customer; Bills of Exchange; Limitation*—
  stopped by telegram, 110
CHIMNEY, 110
  black smoke, 110
CHINA AND COREA, 110
CHOSE IN ACTION. See *Assignment of Choses in Action; Bankruptcy; Bills of Sale*
CHURCHYARD
  non-parishioner, 110
CINEMATOGRAPH. See *Public Entertainment*
CIRCUITS AND ASSIZES—
  attendance of jurors, 111
  no business to transact, 111
  dates, 111
CLUBS—
  alteration of rules, 111
  striking off, 111
  licence duties, 326, 327
COAL—
  weighing-machine, 111
  delivery of ticket, 111
  delivery in sacks, 111
  conviction of person delivering, 112
COAL MINES. See also *Mines and Minerals*—
  minimum wage, 112–114
  employment of women and children, 114
  jurisdiction of High Court to interpret award, 113
COIN, BRITISH—
  design, 114
  mint at Ottawa, 114
  light coin, 114
  prosecutions, 114
COIN, BRITISH POSSESSIONS AND PROTECTORATES, 114, 115
COLLATERAL WARRANTY, 115
COLLISIONS AT SEA—
  steam drifter, 115, 120, 121
  Thames, 115
  ship not standing by, 115
  County Court jurisdiction, 116
  action *in rem*—extent of liability, 116
  application of common law rules, 116
  owners, railway company, 116
  liability for damage, 116, 118
  negligence, 118
  launch, 116
  discovery, 118
  damages, 118, 119
  liability under Workmen's Compensation Act, 119
  consolidated regulations, 119
  vessel leaving dock, 119
  joint liability, 119
  vessels meeting in river, 119
  steam trawler, 120
  towing, 120
  duty to stop, 120
  speed, 120
  tacking down stream, 120
  course and speed, 120, 121
  narrow channel, 121
  Article 16, 120
  Article 19, 120
  Article 28, 121
  signals, 121
  look-out, 121
  collision, what constitutes, 121, 122
COLONIAL PRISONER, 122
COMMON—
  right to restrain encroachment, 122
  trees on common land, 122
  regulations, 122
  turbary, 122
  ancient house, 122
COMMON LODGING-HOUSE—
  registration, 123
  control and supervision, 123
COMMUNION, HOLY—
  deceased wife's sister, 123
  communion table, 123
  sanctus bell, 123
COMPANY—
  rules, 129
  offences, 129
  name, 129, 130
  powers, 130
  ultra vires, 130
  "limited," 130
  alteration of memorandum, 130
  increase of capital, 130, 131
  reduction of capital, 131, 132
  preference shares, 130, 131
  minimum subscription, 132, 134
  allotment, 132, 133
  commencement of business, 132
  statutory meeting, 132
  contracts, 132
  underwriting capital, 133
  commission, 132, 133
  prospectus, 132, 133, 134

COMPANY—*continued*
  statement in lieu of prospectus, 132, 133, 134
  rescission of contract to take shares, 133, 134
  damages, 134
  laches, 106, 134, 150
  directors, 135, 136, 138, 139, 140, 148
  winding up, 135, 144, 145, 146, 147, 148, 149, 150
  penalties, 133, 135, 136
  company limited by guarantee, 147
  liquidator, costs, 148
  qualifying shares, 135, 136, 139
  transfer of shares, 147
  balance-sheet, 138
  private company, 141, 142
  auditors, 56, 136–138, 146
  investigation of affairs, 138
  annual summary, 138
  pension to retiring director, 139
  negligence of directors, 139
  breach of trust by director, 139
  promoter, 139
  misfeasance, 139
  manager, who is, 140
  meetings, 140, 141, 144
  extraordinary resolution, 141
  minute-book, 141
  companies not formed for gain, 142
  register, 143, 144
  colonial registers, 143
  share, etc., certificates, 143
  surrender of shares, 143
  forfeiture of shares, 143
  dividends, payment out of capital, 143
  reconstruction, 144
  secretary, position of, 148
  preferential payments, 148
  companies established outside United Kingdom, 150, 151
  forms, 151–153
COMPENSATION, 153
COMPROMISE, 153
CONCURRENT FINDINGS, 154
CONDITIONAL WILL, 154
CONDITIONS, 154
CONDITIONS OF SALE, 154
CONFESSION—
  by fellow-prisoner, 6
CONSECRATION, 154
CONSISTORY COURT—
  appeals, 154
CONSULAR FEES, 154
CONTEMPT OF COURT—
  County Court, Bankruptcy, 154
  proceedings *in camera,* 155
  company, 155
  procedure, 155
CONTINGENT REMAINDERS—
  possibility on a possibility, 155
CONTINUING ACT, 155
CONTRABAND OF WAR, 155
CONTRACT—
  immoral consideration, 95, 156
  contracting with self, 155

CONTRACT—*continued*
  consideration, 155
  smaller amount in satisfaction, 156
  under seal, 156
  part performance, 156
  innocent representation, 156
  collateral warranty, 115
  illegality, 155, 156
  impossibility of performance, 156
  breach—repudiation, 156
  Frauds, Statute of, 367, 368
  unenforceable — new consideration, 372, 373
CONTRACT NOTE—
  stamp duties, 157
CONTRIBUTIVE VALUE, 158
CONVERSION. See *Detinue*
CONVERSION OF PROPERTY—
  by landlord, 158
  postponement, 158
  when converted, 158
  equity to reconvert, 158
CONVICTION—
  statement as to prisoner's antecedents, 27
COPYHOLD—
  descent of, 159
  enfranchisement, 159
COPYRIGHT—
  Copyright Act, 1911—
    Acts repealed, 159, 160
    application to British Possessions, 160
    definition of copyright, 162
    publication, 162
    infringement, 162, 165, 172, 180, 181
    term of, 163, 171
    royalties, 163, 164
    first owner, 164
    assignment, 165
    bankruptcy of owner, 165
    remedies, 165
    infringing copies, 165, 166
    innocent infringement, 166
    buildings, 166
    limitation, 166
    summary remedies, 166
    importation, 167–170, 180
    libraries' copies, 170, 171
    joint authorship, 170
    author's death, 171
    Crown, 171, 172
    mechanical contrivances, 172–175
    political speeches, 175
    photographs, 175
    designs, 175
    foreign countries, 175
    existing copyright, 175, 177
    no copyright apart from Act, 177
    universities, 177
    definitions, 177, 178
    publishing, 178
    performance, 178
    international copyright, 179
    register—appeal, 179
    common-law right, 180

COPYRIGHT—*continued*
    innocent infringement, 180
    what is capable of, 180
    drawing, 180
    assignment, 180
    fine arts, 180
    musical, 180, 181
CORN RETURNS, 181
CORONER—
  evidence, 181
  depositions, 181
  fees, 181
CORPORATION—
  information by, 181
  duty, 181
CORPUS OR INCOME—
  annuity, 19, 183
  damages, 182
  timber, 182
  mortgage, 182
  dividends, 182
  conversion, 182
  compensation under Licensing Act, 182
  jointure rent charge, 183
CORROBORATION—
  non-denial, 183
  divorce, 260
CORRUPT PRACTICES—
  municipal election, 183
COSTS. See also *Bill of Costs; Taxation; Security for Costs*—
  solicitor not on record, 184
  trustees, 184–186
  claim and counterclaim dismissed, 184
  undertaking, 184
  defendant wrongly so made, 184
  two defendants, 184
  stamp objection, 184
  "good cause," 184, 185
  different issues, 185
  divorce. See also *Divorce*—
    counter-charges by respondent, 185
    abortive trial, 185
    security, 185
    change of solicitor, 185, 186
    reconciliation, 186
    King's Proctor, 186
    enforcement of, 186
  trustees, 186
  appeal—documents used below, 186
  successful defendant deprived, 186
  County Court—
    brief fee, 186
    "good cause," 184, 185
    injunction, 186
    registrar sued in own Court, 186
    Rivers Pollution Prevention Acts, 186
    "not otherwise provided for," 187
    successful defendant deprived, 187
    payment into Court, 187
    fixed sum, 187
  criminal cases, 187–189, 254
COUNTERPART, 189
COUNTY BOROUGH, 189
COUNTY COUNCIL—
  public health committee, 189
  women councillors, 189, 190
COUNTY COURT—
  rules, 190
  deputy judge, 190
  verdict in excess of jurisdiction, 190
  remitted action, 190
  equitable jurisdiction, 190
  equitable execution, 190
  removal to High Court, 190, 191
  registrar, appeal from, 191
  payment into Court, 191
  Public Authorities Protection Act, 191
  parties, 191
  right relating to land, 191
  costs, 186–187, 191, 192
  stay of proceedings, 191
  reply, 191
  trial by registrar, new trial, 192
  power of judge to alter note, 21
COUNTY RATE, 192
COURTS-MARTIAL, 192
COVENANTS IN LEASES—
  determination of lease, 192
  quiet enjoyment, 192
  running with land, 192
  not to build beyond line, 193
  mining lease, 193
  conditions of re-entry, 193
  fine on assignment, 193
  not to assign, 193
  notice of covenant, 194
  public-house, tied, 194
  public-house, refusal to open and serve, 194
  public-house, jeopardising licence, 194
CREAM, 484–487
CREDITORS' DEEDS—
  under Bankruptcy Act, 1913, 194–197
  registration, 197, 198
  estoppel of creditors, 198
  liability of trustee, 198
CREW—
  ship's steward, 198
  neglect of duty, 198
  penalties, 198
  vessel carrying contraband, 199
CRIMINAL APPEAL—
  constitution of Court, 199
  application of Act, 199
  appeal against conviction, 200
  appeal against sentence, 200
  powers of Court, 200, 201
  practice and procedure, 201–203
  appeal to House of Lords, 203
  prerogative of mercy, 203
  solicitors' audience, 203
  restitution of property, 203
CRIMINAL CAUSE OR MATTER—
  report of *in camera* proceedings, 203
  habeas corpus, 204
  refusal to produce document, attachment, 204
  Distress (Costs) Act, 204
  costs on appeal to Quarter Sessions, 204

Crown Cases Reserved, 204
Cruelty to Animals—
  definition, 204, 205
  owner, 205, 207
  vivisection, 205
  compensation, 205
  knackers, 206
  impounding animals, 206
  poisoned grain, 207
  dogs drawing carts, 207
  spring traps, 207, 209
  injured animals, 207, 209
  arrest, 207, 208
  appeal, 208
  definitions, 208, 209
  not releasing animal from trap, 209
  separate offences, 209
  hunting, 205, 209
  poultry, 210
  shipping horses, 210, 211
Cruelty to Children, 211–215
Cumulative Sentences, 215
Cursing—
  By-law, 215, 216
Customs—
  transfer of management, 216
  beer, 216
  spirits, 217
  cocoa, 217
  tea, 217
  tobacco, 217, 218
Cyprus, 218

Damages—
  value of a chance, 218
  remoteness, 218, 219, 220
  difficulty of assessing, 218
  measure of, 218–220
  loss of wife, 219
  covenant to repair, 219
  condemnation of meat, 219
  towage, 220
  loss of insurance card, 220
Dangerous Goods—
  carriage of, 220
Dangerous Performance, 220
Dangerous Structure, 220
Deaf and Dumb Persons—
  maintenance, 220
  regulations, 220
Death Duties—
  foreign assets, 221
  partner purchasing share, 221
  gift, 221
  objects of artistic interest, 222
  relief from estate duty, 222, 223
  fixed duty, 222
  valuation of property, 222, 223
  deductions, 222
  rates of estate duty, 223
  mortgage, 224
  timber, 224
  incidence, 224
  power of appointment, 224, 225
  donatio mortis causa, 225
  unpaid duty, 225
Death Duties—*continued*
  settlement estate duty, 225, 226
  legacy duty—instalments, 226
  legacy duty—rate, 226
  succession duty—rate, 226
  possible intestacy, 227
  power to raise money to pay, 227
  conveyance of property in lieu of, 227
Death, Proof of, 227
Debenture—
  reconstruction, 144, 227
  redemption—contingency, 228, 229
  specific performance, 228
  conditions, 228
  voting powers, 228
  validity of, 228
  action before principal due, 229
  priority—unpaid vendor, 229, 349
  priority — money lent for specific purpose, 229
  priority—judgment creditor, 334
  priority—assignment, 229, 230
  register, 230–233
  re-issuing, 233, 234
  winding-up petition, 234
  repayment, 234, 235
  receiver, 235, 236
  payment *pari passu*, 236
  winding-up order, 236
  distribution of assets, 236
  guarantee—reinsurance, 236, 237
Debtors' Act, 1869—
  service of judgment summons, 237
  execution for instalments, 237
  costs of bankruptcy petition, 237
  fiduciary relationship, 237
  divorce costs, 237
  Bankruptcy Act, 1913, 238–241
Declaration of Trust, 241
Declarations of Deceased Persons, 241, 242
Deed—
  escrow, 242
  re-delivery, 242
  non est factum, 243
  two on one parchment, 243
Deeds of Arrangement. See *Creditors' Deeds*
Defamation. See also *Fair Comment; Justification; Privilege*—
  imaginary person, 243
  criminal offence, 243
  reasonableness of innuendo, 243
Demise of the Crown—
  oaths, 243
Demurrage—
  "weather working days," 244
  detention by surf, 244
  strikes, 244
  cause beyond control, 244
  lay days, 244
  running days, 244
  length of, 244
  ejusdem generis, 245
  cargo discharged by port authority, 245
  lien for, 369

- Dentist—
  - unqualified person, 245
  - company, 245
- Depositions—
  - coroner, 181
- Derivative Settlement, 245, 246
- Derogation, 246
- Desertion—
  - decree for restitution, 246
  - separation order, 246
  - judicial separation, 246
- Designs—
  - rules, 247
  - definitions, 247
  - " new and original," 248
  - publication, 248
  - registration in more than one class, 248
  - neglect to complete, 248
  - inspection by public, 248
  - extension of protection, 248
  - infringement, 249
  - use outside United Kingdom, 249
  - threats, 249
  - failure to mark goods, 249
  - dispensing with marking, 249
  - cancellation, 249
- Destructive Insect, 249–251
- Detinue—
  - refusal before issue of writ, 251
  - bankruptcy notice, 61, 251
- Development Fund, 251–253
- Deviation—
  - due to overloading, 253, 254
  - caused by unseaworthiness, 253, 254
  - effect of, 254
  - notice of, 254
- Director of Public Prosecutions, 254
- Discipline (Ecclesiastical), 254
- Discontinuance, 254
- Discovery. See also *Interrogatories*—
  - failure to give, 255
  - libel, 263
  - privilege, 263
  - probate suit, 264
  - further affidavit, 264
  - patent action, 264
- Disentailing Deed, 255
- Disqualification, 255, 259
- Distress—
  - levied on same day as act of bankruptcy, 71, 258
  - lodger, 255–256
  - under-tenant, 255–257
  - hire-purchase, 256, 257
  - wife, 256
  - possession, order, or disposition, 256
  - fixtures, 257
  - right of, 257
  - privileged goods, 257
  - Distress (Costs) Act, 258
  - Distress for Rent Rules, 258
  - bankrupt, 257, 258
  - pound-breach, 258
- Distribution (Statute of), 259
- District Council—
  - chairman, 259
  - disqualification, 259
  - inspection of documents, 259
- District Registries—
  - Taxation, 259
- Divorce—
  - costs, 185, 186, 262
  - intervention, 259, 260
  - damages, 260
  - corroboration, 260
  - cruelty, 260
  - venereal disease, 260
  - condonation, 260, 261
  - collusion, 260, 261
  - desertion, 260
  - delay, 261, 262
  - witness, competency, 261
  - discretion, 261, 262
  - King's Proctor, 262
  - decree absolute, 262
  - second petition, costs, 262
  - foreign co-respondent, 262, 263
  - proof of marriage, 263
  - executor of co-respondent, 263
  - foreign—validity, 351
- Domicil—
  - married woman, 265
  - conflict of laws, 265
- Drainage—
  - damage through neglect to drain, 265, 266
- Drains and Sewers—
  - drain or sewer, 266
  - connection, 266
  - imposing terms, 266
  - discharge of sewage, 267
- Driftway, 267
- Drunkenness. See also *Licensing*—
  - responsibility for actions, 267

- Easement—
  - privacy, 267
  - common landlord, 267, 268
  - lost grant, 268
- Ecclesiastical Fees, 268
- Education—
  - vagrants, 268
  - age of exemption, 268
  - non-attendance, 268, 269
  - beneficial employment, 268
  - liability to scholars, 269
  - teachers' salaries, 269
  - appointment of caretakers, 269
  - non-provided school, 269
  - areas, 269, 270
  - discontinuance of instruction, 270
  - medical treatment, 270
  - dismissal of teachers, 270, 271
  - powers of board, 270
  - verminous children, 270
  - defects in election of manager, 270
- Elections—
  - polling arrangements, 271
  - hours, 271

Elections—*continued*
  aldermen, etc., 271
  electoral divisions, 271
  mayor, 271, 499
Electric Lighting—
  Act of 1909, 272, 273
  supply of fittings, 273
  breaking up streets, 273
  supply to persons not entitled to current, 273
Employers and Workmen—
  claims, 273
Employers' Liability. See also *Workmen's Compensation*—
  duty to young person, 273
  onus of proof—breach of rule, 273, 274
  duty of master to supply appliances, 273, 274
  duty of mineowner to supply competent managers, 273, 274
  common employment, 274, 275
  volunteer, 274
  notice, 275
  seaman, 275
Endowed Schools—
  masters, 307
  expulsion, 307
Engineering Contracts, 307
En ventre sa Mere, 307
Epidemic, 307, 308
Equitable Assignment, 308
Error, Writ of—
  abolished, 308
Estoppel—
  bills of sale, 90
  rent, 308, 309
  patent, 309
  divorce, 309
  guarantee, 309
  fraud, 309
Evidence—
  statements of deceased, workmen's compensation, 303
  rebutting evidence, 309
  similar facts, 309, 310
  statement made to husband, 310
  statements of deceased persons, 311
  by-laws, 311
  foreign and colonial tribunals, 311
Excavations, 311
Excise—
  transfer of management, 311
  provisional collection, 311
  allocation of fines, 311
  drawback, 311
  dog licences, 311, 312
  armorial bearings, 312
  carriages, 312
  motor cars, 312–314
  male servants, 314
  game, 314
  liquor licences, 314–331
  delivery after payment, 331
  canteen, 331
  spirits, 331
Excise—*continued*
  motor spirit, 331, 332
  British wines, 332
  tobacco, 333
Execution—
  equitable—CountyCourt—receiver,190
  Debtors' Act, 333
  Judgments Extension Act, 1838, 333
  Judgments Extension Act, 1868, 334
  Bankruptcy Act, 1890, sec. 11 (2), 333
  elegit, 333
  disobedience to judgment, 333
  garnishee, 333
  attachable debts, 334
  debenture—priority, 334
  issue—appeal, 334
  charging order, 334
  attachment, 335
  committal, 335
  extent, writ of, 339
Executors and Administrators—
  administration, to whom issued, 335
  ad colligenda bona, 335
  de bonis non, 336
  pendente lite, 336
  revocation of administration, 336
  administration bond, 336
  executor pledging chattels, 336
  retainer, 336, 337
  release of debt, 337, 338
  security for legacies, 338
  carrying on business, 338
  devastavit, 338
  distribution of estate, 338
  restriction on beneficiary bringing action, 338
  remuneration, 338
  debts charged upon land, 338
Executory Interests, 339
Explosives, 339
Extent, Writ of, 339
Extradition—
  treaties, 339
  unfinished sentence, 340
  requisition, 340
  absence of depositions, 340
  production of documents, 340
  re-arrest, 340, 341
  time, 341
  Canada, 341

Factories and Workshops—
  "manufacturing process," 341
  division of factories, 341
  hoist or teagle, 341
  cleaning machinery, 341
  scutch mills, 341
  women, 341
  exceptions, 341
  young persons, 342
  dangerous trades, 342, 343
  cotton cloth factories, 343
  laundries, 343, 344
  outworkers, 344
  time for proceedings, 344
  continuing offence, 344

Faculty, 344
Fair Comment, 345
Falkland Islands, 345
False Imprisonment, 345
False Pretences, 345, 346
Falsification of Accounts—
  mechanical device, 4
F. C. S., 346
Fence—
  obligation to fence, 346
  liability for straying cattle, 346
Ferry, 346
Fertilisers and Feeding Stuffs, 346, 347
Fiduciary Relationship, 347
Fiji, 347
Final Port, 347
Firearms, 347
Fire Insurance, 347, 348
Fire Plug, 348
Fisheries, 348
Fixtures—
  gas-engine, 348
  what included, 348
  pictures, 349
  tapestry, 349
  mortgage, 349
  trade fixtures, 349
Floating Security, 349
Floods, 349
Food—
  regulations, 349
  unsound, 350
Footpath. See *Street*
Foreclosure—
  parties, 350, 351
  redemption of prior mortgage, 351
Foreign Divorce, 351
Foreign Judgment, 351, 352
Foreign Jurisdiction, 352, 353
Foreign Law, 353
Foreign Security. See *Stamps*
Foreshore, 353
Forfeit; Forfeiture, 353
Forged Transfer, 353
Forgery, 353–366
Franchise (Electoral)—
  bribery, 366
  tenements, 366, 367
  payment of rates, 367
  lodger, 367
  occupation franchise, 367
Fraud, 367
Fraud, obtaining Goods by, 444
Fraud, obtaining Money by, 444
Frauds, Statute of, 367, 368
Fraudulent Conveyance, 368, 369
Freight—
  lump sum, perils of sea, 369
  lien for demurrage, 369
Friendly Societies. See also *Assurance Companies*—
  age of members, 369
  conversion into companies, 369
  winding up, 369
  limit of benefits, 369
Friendly Societies—*continued*
  registration, 369
  investments, 370
  disputes, 370
  arbitration, 370
  preliminary expenses, 370
  nomination of benefits, 370
  costs and expenses, 370
  restitution, 370, 371
  service on, 616, 617
Fugitive Offenders, 371
Future and After Acquired Property—
  delivery to trustees, 71
  real property abroad, 371
  reversionary interests, 371
  contingent interests, 371
  gifts to wife, 371

Game Laws—
  protection of rights by tenant, 371
  trespass in pursuit of game, 372
  eggs, 372
  ground game, 372
  live game, 372
Gaming and Wagering—
  new consideration, 372, 373
  proceeds of betting, 373
  stock exchange, 373
  money lent for, 373
  whist drive, 373
Gas—
  repair of pipes, 373
  reinstatement of street, 373
  negligent reinstatement, 373, 374
  soil under dedicated road, 374
  notice of intention to break up street, 374
  building within Gasworks Clauses Act, 374
  fraudulent user, 374
Geneva Convention, 374
Glebe, 374
Gold Coast and Ashanti, 374
Gold Coast—Northern Territories Protectorate, 375
Goodwill, 375
Guarantee—
  fidelity bond, 375
  fraud, estoppel, 375
  by wife, 375, 389
  Statute of Frauds, 375
  contribution, 376
  creditor giving time, 376

Habeas Corpus—
  appeal, 204
  Bechuanaland, 376
  criminal cause or matter, 376, 377
Habitual Criminal, 377, 378
Harbours, 378, 379
Hereditaments, 379
Heriot, 379
Highway Authority—
  Road Board, 379–381

- Highways. See also *Street*—
  - access to, 381
  - dedication, 381, 382
  - rights of district council, 383
  - quarter sessions, 382
  - repair, 382
  - misfeasance, 382, 383
  - rights of district council, 383
  - land at side of, 383
  - nuisance, 383
  - defective stopcock, 383
  - extraordinary traffic, 384
  - obstruction, 384
  - injury to, 384, 385
  - driving on wrong side, 385
- Hiring Agreement, 385
- Hotchpot, 385
- House of Lords, Powers of, 385–387
- House Tax, 387
- Housing of the Working Classes, 28
  - implied condition that house is fit for human habitation, 28
  - closing order, 387, 388
  - back to back houses, 388
- Humber Rules, 388
- Husband and Wife—
  - bailee parting with wife's goods to husband, 57, 58
  - execution—*elegit*, 333
  - dower, 388
  - wife's dresses, 388
  - maintenance of parents by wife, 388
  - restraint on anticipation, 388, 389
  - wife as surety, 389
  - joint-tenants, 389
  - wife's torts, 389
  - authority, 389
  - guarantee, 389
  - bankruptcy, 389–90
  - married woman trustee, 390

- Images in Churches, 390
- Immigration, 390
- Incest—
  - punishment of, 390, 391
- Incidental, 391
- Inclosure Acts, 391
- Income Tax—
  - rate of, 391
  - super-tax, 391, 392
  - exemption, abatement and relief, 392, 397
  - annual value, 392, 393
  - foreign subject, 393
  - company carrying on business abroad, 393
  - minerals, 393
  - land and houses, 393, 394
  - yearly interest, 394
  - water undertaking, 394
  - payment before passing of Act, 394, 395
  - new business, 395
  - expenses of trade, 395
  - interest on Compensation Fund, 395
  - assessable income, 391, 392, 395
- Income Tax—*continued*
  - golf clubs, 396
  - public office, 396
  - insurance policy, 397
  - approved societies, 397
  - charitable purposes, 397
  - friendly societies, 397
  - incorrect statement, 397, 398
- Indecent Assault, 1, 97, 213, 214
- Indemnity, 398
- India—
  - High Courts, 95
- Indians, North American, 398
- Indictment—
  - assault, 28
  - under Criminal Law Amendment Act, 1885, 211, 213, 214
  - conviction for lesser offence, 398
  - perjury, 535
- Industrial and Provident Societies, 398–402
- Industrial Assurance Company, 402
- Industrial School, 402
- Inebriates—
  - habitual drunkard, 402
  - reformatory, 402
  - imprisonment, 402
  - Orders, 402
- Infant Life Protection, 403, 404
- Infants. See also *Cruelty to Children; Infant Life Protection; Intoxicating Liquor; Name and Arms Clause; Settlements*—
  - member of corporation, 404
  - necessaries, 404
  - contract of service, 404, 405
  - contract for benefit of infant, 405
  - trading contract, 405
  - fraudulent concealment of age, 405
  - next friend, 406
  - ward, contempt of Court, 406
  - maintenance, 406
  - intoxicating liquor, 413
  - licensed premises, 457, 458
  - custody, 522
  - access, 522
- Infectious Diseases—
  - tuberculosis, 406, 407
  - prevention of, 406, 407
- In Forma Pauperis, 408
- Information—
  - continuing Act, 155
- Injunction—
  - Court of Appeal, 408
  - when granted, 408
  - mandatory, 409
- Innkeeper—
  - liability, 409
- Inquest—
  - depositions, 181
- Insolvency, 409
- Insurance, Accident. See also *Assurance Companies*—
  - ambiguous policy, 3
  - onus where registration to be made by company, 3

INSURANCE, ACCIDENT—*continued*
  conditions not brought to notice of assured, 3
  condition to keep wages book, 3
INSURANCE, BURGLARY, 98
INSURANCE, EMPLOYERS' LIABILITY. See *Assurance Companies*
INSURANCE, FIRE. See also *Assurance Companies*—
  explosives, 347
  ratification of policy, 348
  rebuilding, see *Landlord and Tenant*
INSURANCE, LIFE. See also *Assurance Companies; Parliamentary Deposits*—
  alteration of contract, 458
  interest in wife's life, 458
  insurable interest, 458
  policy rendered void, 458, 459
  mortgage of policy, 459
  recovery by foreign executor, 459
  pension schemes, 459
  representation by agent, 459
INSURANCE, NATIONAL, 409–410
INTEREST RECOVERABLE IN ACTIONS—
  costs charged on land, 410
  arrears of annuity, 410
  Judgments Act, 1838, 410
  Moneylenders Act, 1900, 410
  Moneylenders Act, 1911, 410
INTERPLEADER, 411, 412
INTERPRETATION, 412
INTERROGATORIES—
  slander, 412
  moneylender, 412
  names of witnesses, 412
  libel, 412
  malicious prosecution, 412, 413
INTOXICATING LIQUORS—
  children, 413
IRELAND—
  coroners, 413
  elections, 413
  tuberculosis, 413
  constabulary, 413
  housing of working classes, 413
  summary jurisdiction, 413
  land, 413
  appeals under Land Act, 1903, 413
  mixed marriages, 413
ISSUE, 414
ISSUE LIVING, 414

JAPAN, 414
JEWS—
  oaths, 414
  dower, 414
JOINDER OF CAUSES, 414
JOINT TENANCY, 414
JUDGES' NOTE—
  power of C. C. judge to alter, 21, 414
JUDGMENT, FINAL OR INTERLOCUTORY, 414, 415
JUDGMENTS EXTENSION, 415
JURY—
  County Court, 190
  number of County Jurors, 415
JURY—*continued*
  when no business, 111
  murder—separation, 415
  criminal trial—discharge, 415
JUSTICE OF PEACE—
  women, 416
JUSTICES' CLERK—
  appointment, 416
JUSTIFICATION, 416

KING'S PROCTOR, 186, 260, 262, 416

LABOUR BUREAUX. See *Master and Servant*
LABOUR EXCHANGES. See *Master and Servant*
LANDLORD AND TENANT. See also *Assessment; Covenants in Leases; Distress; Fixtures*—
  quiet enjoyment, 416
  lease, ambiguity, 416
  insurance, rebuilding, 417
  repair, 417
  forfeiture, 417, 419, 420
  rent, 417
  property tax, 417
  receiver in foreclosure action, 417
  executor, 417
  reversion, 418
  purchaser, 418
  immoral consideration, 418, 419, 420
  mortgagee in possession, 418
  implied condition as to fitness for human habitation, 28
  enforcing contract, 418
  assignment, 418
  underletting, 419
  covenants for title, 418
  assignment of mortgage insurance policy, 419
  forfeiture of licence, 419
  Conveyancing Act, 1892, sec. 2 (2), 420
  notice to quit, 508
LANDS CLAUSES ACTS—
  Michael Angelo Taylor's Act, 421
  notice to treat, 421
  "other building," 421
  limitation, 421
  adaptability of land, 421
  compensation, 421
  mines, 421, 422
  costs of arbitration, 422
  jurisdiction of Board of Agriculture, 422
  mortgagor, 422
LAND TAX, 422, 423
LAND VALUES DUTIES, INCLUDING MINERAL TAXES—
  definitions, 423–426, 439, 440
  valuation, 426–429
  increment value duty, 429–433
  reversion duty, 433–436, 441
  undeveloped land duty, 436, 437
  exempted land, 437, 438
  copyholds, 438
  settled land, 438, 439

LAND VALUES DUTIES—*continued*
- mortgagees, 439
- proceeds, 439
- minerals, 439–442
- appeals, 442, 443
- penalties, 443

LARCENY—
- goods in bulk, 444
- fixtures, 444
- obtaining goods by fraud, 444
- obtaining money by fraud, 444
- from person, 444
- joint indictment, 444

LEASEHOLDS—
- Transvaal, 444

LEEWARD ISLANDS, 445

LEGACY—
- abatement, 1
- to executor, 445
- specific, 445
- conditional, 445
- construction, 445, 446
- payable by instalments, 446
- vested interest, 446, 447
- contingent interest, 446, 447
- interest, 447
- set off, 447
- account, 447
- retainer, 447
- satisfaction, 447
- second legacies, 447
- "rents, issues, and profits," 448

LEGITIMACY, 448

LETTERS PATENT, 448

LICENCE (MARRIAGE), 448

LICENSING—
- comparative table, 449–451
- definitions, 451, 452
- removal, 452
- transfer, 452
- occasional licence, 452
- order of exemption, 452
- six-day licence, 452
- Christmas Day, 452
- licensing justices, 452
- licensing meeting, 452
- licensing committee, 452
- compensation authority, 452
- confirming authority, 452
- appeal, 452, 453, 454, 455
- extinction of licence, 452
- compensation year, 453
- contracting out of Act, 453
- unexpired term, 453
- provisional licence, 453
- compensation money, 453
- refusal of compensation, 453, 454
- surrender of licences, 454
- parties interested, 454
- costs, 453, 454, 456
- liability for rent, 454
- new licence, notice, 455
- new licence, inquiries by Justices, 455
- monopoly value, 455
- new off-licence, conditions, 455
- sale before transfer, 456

LICENSING—*continued*
- structural alterations, 456
- closing hours, 456
- offences, 457
- disqualification, 456, 457
- sale, 457
- traveller, 457
- drunken person on premises, 457
- long pull, 457
- brothel, 457
- children, 457, 458

LIEN—
- banker's lien, 59

LIFE, ESTATES FOR, 458

LIFE-SAVING APPLIANCES, 460

LIGHT, 460

LIGHTHOUSE, 460

LIGHTS ON VEHICLES, 460

LIMITATION—
- *cestui que trust*, 460
- Lands Clauses Act, 421, 460
- rent-charge, 460, 461
- advowson, 461
- insurance policy, 461
- *devastavit*, 338
- mistake of fact, 461
- acknowledgment, 462
- mortgage, 462
- cheque, 462
- building society, 462
- mines, 488
- salvage, 613

LIMITATION OF LIABILITY, 463

LIQUIDATED DEMAND, 463, 464

LLOYDS. See *Assurance Companies*

LOAD-LINE, 464

LOCAL AUTHORITIES—
- meetings, 464

LOCAL TAXATION GRANTS, 464

LODGER. See *Distress*

LODGING-HOUSE. See also *Common Lodging-House*—
- cleaning, by-laws, 464

LONDON BUILDING ACTS—
- building line, 465
- dwelling-house, 465
- fore court, 465
- structure, 465
- projection, 465
- Tribunal of Appeal, 465
- exemption, 465

LONDON COUNTY, 466

LONDON, PORT OF, 466

LOTTERIES, 466

LUNACY. See also *Asylums*
- order for payment against lunatic's estate—priority, 29
- jurisdiction, 54
- vesting orders, 54, 466
- asylums officers' superannuation, 54
- rules, 54
- commissioners, 54
- maintenance of pauper lunatics, 54, 55
- irremovability of pauper, 55
- Criminal Lunatics Act, 1800, sec. 2, 55
- Parkhurst Asylum, 55

LUNACY—*continued*
  recovery of maintenance of criminal lunatic, 55
  lunatic's necessaries, 466
  appeals, 466
  masters, 466
  committee, 467
  appointment of receiver, 467
  merger, 467
  discovery, 467

MAINTENANCE, 468
MAINTENANCE (DIVORCE), 468, 469
MALICIOUS DAMAGE, 469
MALTA, 469
MANDAMUS, 469, 470
MANITOBA—
  appeals to Privy Council, 102
MANOR, 470
MANSION HOUSE, 470
MANSLAUGHTER, 470
MARGARINE, 470, 471
MARINE INSURANCE—
  gambling policies, 471, 472
  disclosure, 472
  re-insurance, 472, 473
  necessity for writing, 473
  unseaworthiness, 473
  fire, 413
  Inchmaree Clause, 474
  constructive total loss, 474
  freight, 474
MARKET GARDENS, 475
MARKET OVERT, 475
MARKETS AND FAIRS, 475
MARRIAGE—
  deceased wife's sister, 475, 476
  Scotch, 476
  foreign, 476
  domicile, 476
  Jewish, 476
  Japan, 476, 477
  naval, 639, 640
MARSHALLING, 477
MASTER AND SERVANT. See also *Employers' Liability; Workmen's Compensation*—
  labour exchanges, 477
  taxicab driver, 3, 101
  domestics, 265, 478
  trade boards, 477
  employment of children, 478
  character, 478
  volunteer, 478
  torts by servant, 479
  scope of authority, 478, 479
  dismissal, 479
  secret commission, 480
MATCHES, 480
MAYOR—
  election, 271, 480
  disqualification, 499
MEDICAL JURISPRUDENCE, 480
MEDICAL OFFICER, 480, 481
MEDICINE; MEDICAL PRACTITIONER, 481
MENACES, 481
MENTAL DEFICIENCY ACT, 1913, 41–54
MERCHANDISE MARKS—
  label, 481
  importation, 481
MERGER, 467, 482
MERSEY, 482
MILITARY LANDS, 482
MILITARY MANŒUVRES, 482
MILK—
  deficient in fat, 482, 483
  warranty, 483
  sample, 484
  purveyor, 484
  limited company, 483
  regulations, 486, 487
MILK-BLENDED BUTTER, 487
MINERAL TAXES. See *Land Values Taxes*—
MINES AND MINERALS. See also *Coal Mines*—
  damage by working, 192
  what are minerals, 487
  lease, 487
  railway company, 489
  damages, 488
  limitation, 488
  regulations, 489
  hours, 488
  explosives, 489
  accidents, 488
MISDEMEANOUR—
  punishment, 489
MISTAKE, 489
MONEYLENDER—
  power to open transaction in bankruptcy, 76
  unregistered, cannot prove in bankruptcy, 76
  contract to be performed abroad, 411
  registration, 489
  address, 489
  usual trade name, 489, 490
  isolated transaction, 490
  onus, 490
  circulars to minors, 490
  bank, 491
  third parties, 491
MONEY LENT, 491
MONTH'S NOTICE OF INTENTION TO PROCEED, 491
MORTGAGE. See also *Foreclosure; Redemption*—
  of leaseholds, 74, 492
  set-off in bankruptcy, 77
  of policy of insurance, 459
  merger, 482
  blank transfer, 491
  equitable, 492
  clogging, 492
  power of sale, 492, 493
  leases, 493–495
  relief, 495
  transfer, 495
  wife, 495
  redemption, 496
  building society, 496

MOTION FOR JUDGMENT, 497
MOTOR CARS. See also *Excise*—
  international circulation, 497
  petroleum, 497
  ability to travel backwards, 497
  under five tons, 497
  traffic regulation, 497
  liability of owner for offences, 497
  licence, 498
  obstructing police, 498
  leaving on highway, 498
  breach of regulations, 498
MUNICIPAL CORPORATION. See also *Elections*—
  mayor, 271, 499
  refusal to serve in committee, 499
  sale of land, 499
  overdraft, 499
MURDER—
  drunkenness, 267
  attempt, 499, 500

NAME AND ARMS CLAUSE, 500
NATAL, 500
NATIONAL DEBT, 500
NAVY—
  enlistment, 500, 501
  discipline, 501
  colonies, 501
NEGLIGENCE—
  independent contractor, 501, 502
  dangerous articles, 502
  children, 502
  trespasser, 502, 503
  discharge of sewage, 503
  tenant under notice to quit, 503
  motor omnibus, 503
  savage horse, 18, 503
  misfeasance or nonfeasance, 503
  liability to third party, 503, 504
  railway gates, 504
  hospital staff, 504
  contributory negligence, 504
NEGLIGENT DRIVING, 504
NEW BRUNSWICK—
  appeals to Privy Council, 102
NEW BUILDING, 504, 505
NEW SOUTH WALES, 505
NEW TRIAL—
  in criminal cases, abolished, 200
  communication from jury, 505
  time, 505
NEW ZEALAND, 505
NEXT FRIEND, 505
NEXT-OF-KIN—
  when ascertained, 505
  construction, 505, 506
NOISE, 506
NONSUIT, 506
NORTH BORNEO, 506
NORTHERN NIGERIA PROTECTORATE, 506
NOTARY, 507
NOTICE, EQUITABLE DOCTRINE OF, 507, 508
NOTICE OF TRIAL, 508
NOTICE TO PRODUCE, 508
NOTICE TO QUIT, 508
NOVA SCOTIA—
  appeals to Privy Council, 102
NUISANCE, 506, 508
NULLITY OF MARRIAGE, 509-511
NYASALAND, 511

OATHS—
  demise of Crown, 185
  form, 511, 512
  oath of allegiance, 512
  judicial oath, 511
  commissioners, 512
OBSTRUCTING POLICE, 498, 512
OFFENSIVE TRADE, 97
OFFICIAL SECRETS, 512-515
OLD AGE PENSION, 515-520
OPEN COVER, 520
OPEN SPACES, 520
OR, 520
ORANGE RIVER COLONY, 521
ORDER XIV.—
  affidavit, 651
ORDER, INTERLOCUTORY OR FINAL, 2, 20, 21, 521
ORDERS—
  enforcement, 521
  costs, 521
  four-day, 521
ORIGINATING SUMMONS, 521
OTTOMAN EMPIRE, 521
OUSE, 521
OYSTERS, 521

PACIFIC ISLANDS, 521, 522
PARENT AND CHILD—
  custody, 522
  liability of married women, 522
PARISH CHURCH, 522
PARISH COUNCIL, 522
PARLIAMENTARY DEPOSITS. See also *Assurance Companies*, 522, 523
PARTICULARS OF SALE—
  disclosure, 523
PARTIES—
  County Court, 191
  same interest, 523
  third party notice, 524
PARTITION, 524
PARTNERSHIP—
  executors, 524
  improper purchase, 524
  misappropriation, 524
  notice to terminate, 524
  complaints, 524
  tenancy, 525
  committal, 525
  arbitration, 525
  limited, 525
PARTY WALL, 525, 526
PASSENGERS, SEA, 526
PATENT AGENT, 526, 527
PATENTS—
  disclaimer, 527
  costs, 527, 528
  discontinuance of action, 527

Patents—*continued*
- amendment, 527
- restoration, 527
- prolongation, 527
- particulars of objection, 527, 528
- infringement, 527, 528
- limited licence, 527
- damages, 528
- revocation, 528
- threats action, 529
- validity, 529
- appeal, 529, 530

Path, 530

Pawn—
- administrator pledging chattels, 336
- voidable title, 530
- mercantile agent, 530
- blank transfer, 530
- children, 530

Pay and Pension, 530

Payment, 530

Payment into and out of Court—
- costs, 531
- County Court, 191
- act of bankruptcy, 530, 531
- salvage, 531

Pay Office ; Paymaster-General, 531

Pedigree, Proof of, 531

Penal Servitude, 532

Pension. See also *Old Age Pension*, 532

Per Capita ; Per Stirpes, 532

Perils of the Sea, 532

Perjury—
- workmen's compensation, 303, 547
- judicial proceedings, 533
- not in judicial proceedings, 533
- marriage, 533, 534
- births and deaths, 534
- statutory declaration, 534
- vocation, 534
- aiding, 534
- venue, 534, 535
- prosecution, 535
- quarter sessions, 535
- Vexatious Indictments Act, 535
- indictment, 535
- corroboration, 535
- proof, 535, 536
- interpretation, 536
- repeal, 536–547
- authority of tribunal, 547

Perpetuity, 547–549

Persia, 549

Petition of Right, 549

Pews, 550

Picture, 550

Pilots ; Pilotage—
- Pilotage Order, 550, 551, 566
- districts and authorities, 551
- Advisory Committee, 551, 552
- compulsory pilotage, 552, 566
- licences, 553–556, 557–559
- certificates, 556, 557, 557–559
- rights and obligations, 559–561, 567
- boats and signals, 561–563

Pilots—*continued*
- dues, 563, 564
- Trinity House, 564, 565

Pirates, 567

Piscary, 567

Plan, 567, 568

Plate, 568

Pleadings, 568

Pluralities, 568

Poison, 569, 570

Police—
- weekly rest, 570
- metropolitan, 482
- assistant commissioners, 482
- superannuation, 482, 570
- injuries, 482
- pension, 570
- railway, 571

Poor Law—
- liability to maintain parents, 388, 522, 571
- superannuation of officials, 571
- running away, 571, 572
- misbehaviour of paupers, 572
- liability of pauper to reimburse guardians, 572
- desertion, 572
- settlement, 572

Port, 572

Portions, 572, 573

Port Sanitary Authority, 573

Possession, 573

Possessory Lien, 573

Possibility, 573

Posthumous Child, 573

Post Office, 574

Pound, 574

Powers—
- revocation, 574
- restriction on exercise, 574
- foreigner, 574, 575
- void, 575
- defective, 575
- exercise, 575, 576

Powers in Settlements of Personalty, 576

Precatory Trusts, 576

Precedents, 576

Preliminary Act, 576

Preliminary Expenses, 576

Prescription, 576

Presumptions—
- *ad medium filium viæ*, 576

Previous Conviction, 576

Prince Edward Island—
- appeals to Privy Council, 102

Principal and Agent—
- balance at bank, 59
- deposit of principal's securities by agent, 59
- broker contracting on own behalf, 59
- authority, 577, 578, 579
- remuneration, 577, 578, 580
- estoppel, 578
- mercantile agent, 578

Principal and Agent—*continued*
  evidence, 579
  independent contractor, 579
  liability of principal, 578, 579
  scope of authority, 579
  disclosed principal, 578
  fraud of agent, 579
  negotiable instruments, 579
  broker acting on own authority, 580
Principal and Surety, 580
Priorities, 581
Prisoner—
  statement as to antecedents, 27
Private International Law, 581, 582
Private Letters, 582
Privilege, 582
Privy, 582
Privy Council—
  constitution, 582, 583
  courts-martial, 583
  practice and procedure, 583
  appeal out of time, 583
  raising new question, 583
Probate—
  foreign domicile, 583
  swearing death, 584
  grant, 584
  grant with will annexed, 585
  attesting witness, 584
  limited grant, 584
  revocation, 584, 585
  de bonis non, 585
  sureties, 585
Probation of Offenders, 585
Procuration, 97
Profits, 586
Profits à Prendre, 586
Prohibition, 586
Promissory Note, 586
Proprietary Chapels, 586
Prostitute, 586–588
Prostitution—
  causing or encouraging, 212
Protector of the Settlement, 588
Proxies, 588
Publication (defamation), 588
Public Authorities Protection Act, 588–589
Public Company, 589
Public Entertainment—
  in public baths, 84
  cinematograph, 589
  children, 589
Public Health, 589, 590
Public Meeting—
  disturbing, 590
Public Policy—
  bail, 590
  gift to separated wife, 590
  fictitious legal proceedings, 590
  divorce, 590
  separation, 590
Public Undertaking, 591
Purchaser for Value without Notice, 591
Quarter Sessions—
  dates, 591
  jurisdiction, 591
  appeal to, death, 591
  attendance of jurors, 111
Queen Anne's Bounty, 592
Queensland, 592

Rag Flock, 592, 593
Railways—
  purchase of land, 593
  repair of roads, 593
  dedication of way, 593, 595
  level crossing, 593
  smoke, 593, 594
  railway fires, 594
  dangerous goods, 594
  demurrage, 594
  lavatory accommodation, 594
  traders' trucks, 594
  rates, 594
  letting land, 595
  conditions, 595
  running powers, 595
  Railway Commissioners, 594, 595
  arbitration, 595
Rape, 596
Rating—
  Crown exemption, 596
  territorial force, 596
  public worship, 596
  public park, 597
  golf course, 597
  cemetery, 597
  land owned for water supply, 596, 598
  sewers, 597
  agricultural land, 597
  tramway, 597
  railway, 597
  light railway, 597
  owners, 597, 598
  agent, 597, 598
  deductions, 597
  distress warrant, 598
  order for payment, 598
  assessment committee, 599
  appeal, 599
  valuation list, 599
  licence duty, 599
Real Representative, 599
Receiver—
  County Court—equitable execution, 190
  appointment, *ex parte*, 599
  indemnity, 600
  priority, 600
  action against, 600
  powers of, 600, 601
  personal liability, 600
  contracts, 601
Receiving, 601
Recitals, 601
Recognisance, 601
Record Office, 601
Recoveries, 601

RECOVERY OF LAND, 602
REDEMPTION. See also *Foreclosure*—
  notice, 602
  reconveyance, 602
  time, 602
  costs, 603
REFORMATORY, 603
REFUSE, REMOVAL OF, 603
REGENCY, 603
REGISTRATION OF TITLE—
  leaseholds—mortgage, 603, 604
  restrictive covenants, 604
  trustees, 604
  religious society, 604
  form of order, 604
  fees, 604
REGISTRATION OF VOTERS, 604
REGISTRY OF SHIPS, 604
RELATOR, 604
RELEASE, 604, 605
REMITTED ACTION, 190
RENT-CHARGE, 605
REPLY, RIGHT OF—
  County Court, 191
RESERVE FORCES, 605
RES JUDICATA, 605
RESTITUTION OF CONJUGAL RIGHTS, 605, 606
RESTITUTION OF PROPERTY—
  criminal appeals, 203
RESTRAINT OF MARRIAGE, 606
RESTRAINT OF TRADE—
  monopoly, 606
  wrongful dismissal, 606
  breach of covenant, 606
  infant, 606
  reasonableness, 606, 607
REVERSION, 607, 608
REVISING BARRISTER—
  evidence, 608
  appeals, 608
  mistake, 608
RHODESIA, 609
RIOT, 609
RIVERS POLLUTION—
  discharge of sewage, 609
  long user, 609
  sewer, what is, 609
ROAD BOARD, 379–381
ROOD (ROOD LOFT), 610
RULE OF THE ROAD, 610
RULES OF COURT, 610

SALE BY COURT, 610
SALE OF GOODS—
  not to be performed within a year, 610
  warranty, 610
  trade name, 611
  " merchantable," 611
  mercantile agent, 611
  sale or return, 611
  pledge by buyer, 611
  property in goods, 611
  right to reject, 611
  instalments, 612
SALE OF GOODS—*continued*
  payments against shipping documents, 612
  stoppage *in transitu*, 612
  damages, 612
SALFORD HUNDRED COURT—
  jurisdiction, 407, 408
SALMON FISHERY, 612, 613
SALVAGE—
  refusing assistance, 613
  vessels mutually assured, 613
  limitation, 613
  life salvage, 613
  principles, 613
  fishing vessel, 613
  apportionment, 613, 614
SARAWAK, 614
SASKATCHEWAN—
  appeals to Privy Council, 103
SAVINGS BANK, 614
SCHOOL, 614
SEAMEN, 614, 615
SEAWORTHINESS, 615
SECRETARY, 615
SECURITY FOR COSTS. See also *Costs*—
  bankrupt, 70, 615
  foreigner, 615
  trustees, 615
  husband, 615
  pauper, 615
  summary jurisdiction (married women), 185, 615, 654
  County Court, 192
SEDUCTION—
  causing or encouraging, 212
SENTENCE, 615
SEQUESTRATION, 616
SERVICE AND DELIVERY—
  setting aside, 22
  assault during, 28
  friendly society, 616, 617
  indorsement, 616
  out of jurisdiction, 647
  foreign corporation, 647
SET-OFF. See also *Bankruptcy*, 617, 618
SETTLED LAND ACTS, 618, 620
SETTLEMENTS. See also *Maintenance*—
  marriage settlements, 620, 621, 622
  anticipation, 622
  after-acquired property, 621
  consideration, 621
  bankruptcy, 622
SEWERS. See *Drains and Sewers; Rivers Pollution*
SHERIFF, 622, 623
SHIP—
  inquiries, 623
  mortgage, 623
  liability of mortgagee, 623
  regulations, 623
SHIPOWNERS—
  trust for owner not registered, 623
SHIPPING. See *Average; Bills of Lading; Cargo; Charter-Party; Collisions at Sea; Crew; Demurrage; Deviation; F. C. S.; Final Port;*

Freight; Harbours; Life-Saving Appliances; Lighthouse; Limitation of Liability; Load-line; Marine Insurance; Passengers, Sea; Pilot; Preliminary Act; Registry of Ships; Salvage; Seamen; Ship; Shipowners; Tonnage; Towage

SHOPS ACT, 623–631
SHORTHAND NOTES, 631
SIAM, 631, 632
SMALL HOLDINGS—
  schemes, 632, 633
  powers of County Councils, 633–635
  powers of Board of Agriculture, 635
  acquisition of land, 635, 636
  compulsory hiring, 636, 637
  provisions affecting land, 638
  compensation, 639
SOLEMNISATION OF MARRIAGE, 639–640
SOLICITORS—
  eligibility of women, 640
  personal liability, 640
  right of audience in criminal appeals, 203
  insane client, 640
  settling action, 640
  execution, 640, 641
  clients with different interests, 641
  summary jurisdiction, 641
  undertaking, 641
  misconduct, 641
  costs, 641
  sale of land, 641, 642
  taxation of agent's bill, 642
  taxation, 642, 643
  lien, 643
  recovery of costs, 643
SOMALILAND, 643
SOUTH AUSTRALIA, 643, 644
SOUTHERN NIGERIA, 644
SPECIAL INDORSEMENT, 644
SPECIFIC PERFORMANCE—
  standing timber, 644
  debentures, 644
  latent defect, 644
  extension of time, 645
  minutes of judgment, 645
  deposit, 645
STAMP OBJECTION—
  costs, 184
STAMPS—
  management, 645
  conveyance or transfer on sale, 645, 646
  voluntary conveyances, 646
  exemptions, 646
  deed of apport, 646
  lease or tack, 646
  ship, 646, 647
  marketable securities, 647
  contract note, 157
STATUTE OF FRAUDS, 367, 368
STAY OF PROCEEDINGS, 192, 648, 649
STREET—
  access to, 649
  repairs, 649
STREET—*continued*
  notice to treat, 649
  apportionment of expenses, 649, 650
  part of buildings taken, 649
  appeal, 649
  materials, 649, 650
  laying out, 650
  width, 650
  approval of plans, 650
  corners, 650
  adjoining land, 650
  name, 650
STRIKING OUT, 651
SUMMARY JUDGMENT—
  affidavit, 651
SUMMARY JURISDICTION—
  trial by jury, 651
  indecent assault, 652
  option, 652
  appeal, 653
  cruelty to animals, 652
  summons, form of, 652
  service, 652, 653
  time, 652
  absence of informant, 652
  appearance by counsel—warrant, 653
  illness of magistrate, 653
  claim of right, 653
  witness not sworn, 653
SUMMARY JURISDICTION (MARRIED WOMEN)—
  cohabitation, 653
  enforcement of order, 653, 654
  appeal, 654
  receiver, 654
  second summons, 654
  notes, 654
  security for costs, 654
SUNDAY—
  payment of rent, 654
  observance, 654
  time, 654
SUPPORT, 654
SUPREME COURT—
  additional judges, 655
SURRENDER, 655
SWAZILAND, 655

TASMANIA, 655
TAXATION—
  district registries, 259
  shorthand notes, 631
  documents, 655
  qualifying fee, 655
  apportionment of costs, 656
  counsel, 656
  local authority, 656
  alteration of bill, 656
  probate, 656
TELEGRAPH, 656, 657
TELEPHONE, 657
TENANT-RIGHT, 657, 658
TENANTS IN COMMON, 658
TERRITORIAL FORCE, 658, 659
TEXTILE FABRICS, 659
THAMES, 659

Time, Computation of, 65
Tithes, 659, 660
Title Deeds, 660
Tobacco—
  Customs, 217, 218
  Excise, 333
Tonnage, 651
Torts, 651
Towage, 120, 220, 661, 662
Town Planning, 662
Traction Engines, 662, 663
Trade Marks—
  absence of owner, 663
  "Crystal Palace," 663
  "royal," 663
  initials, 663
  design, 663
  trade marks allowed, 664
  trade marks not allowed, 663, 664
  name of individual, 664
  calculated to deceive, 664
  innocent infringer, 664
  passing off, 665
  goodwill, 665
  agent, 665
  foreigner, 665
  revoked patent, 665
  get-up, 665
  Royal Arms, 666
Trade Secret, 666
Trade Union—
  Trade Union Act, 1913, 666–669
  Trade Union Rules, 1913, 669, 670
  illegal, 670
  levy, 671
  liability, 671, 672
Tramway, 672
Transvaal, 672
Trent, 672
Trespass—
  in pursuit of game, 372
  to goods, 673
Trusts; Trustees—
  precatory, 576
  liability, 674
  resulting trust, 674
  partners, 674
  land value duties, 674
  act of majority, 674
  costs, 186, 678
  forfeiture by beneficiary, 674
  public trusts, 674
  investments, 675
  dividends, 675
  new trustees, 675
  conversion, 675, 676
  money left with third party, 676
  defaulting trustee, 676
  mortgage, 676
  leaseholder, 677
  interest, 677
  employing agents, 677
  shipping agents, 677
  public trustee, 677, 678
  form, 678, 679
Tyne, 679

Uganda, 679
Ultra Vires—
  company, 680
  railway company, 680
  local authority, 680
Underlease, 680
Underwriters, 39, 41
Undue Influence, 680
Unemployed Workmen, 680, 681
Union of Benefices, 681
University, 681

Vagabond; Vagrant, 681, 682
Vendor and Purchaser—
  executor's power to sell, 682
  consent of tenant for life, 682
  power to postpone sale, 682
  protection of purchaser, 682, 683
  tenant for life, 683
  mortgage—indemnity, 683
  deposit, 683
  originating summons, 683
Vesting Order, 683
Veterinary Surgeon, 684
Vexatious Actions, 684
Vexatious Indictment, 684
Victoria, 684
Volunteers—
  liability for goods, 684
  gifts to, 684

Wages (Maritime), 684, 685
Warehouse, 685
Warehouseman, 685
Warranty. See also *Sale of Goods*, 685, 686
Waste, 686
Wasting Security, 686
Watches, 686
Watercourse, 686, 687
Water Supply—
  new works, 687
  tunnel, 687
  private dwelling-house, 687
  summons, 687
  cutting off supply, 687
  domestic purposes, 688
  dividends, 687
  defective stopcock, 688
  receiver, 688
  valuation list, 688
Way (Rights of), 688
Weights and Measures, 689
Wei-hai-Wei, 689
Western Australia, 689
Whale, 689
Whipping, 689, 690
Wild's Case, 690
Will. See also *Attestation; Executors and Administrators; Legacy*—
  conditional, 154
  domicil, 690
  revocation, 690
  accumulation, 690
  what amounts to, 690
  devise, 690

WILL—*continued*
  appropriation by executor, 691
  "deceased son," 691
  "income," 691
  rents, issues, and profits, 691, 692
  land acquired after date of will, 692
  wages to servants, 692
  contingent gift, 692
  shares, 692
  "wife," 693
  precedents—see Index, p. 693
WINDWARD ISLANDS, 749
WITNESS. See also *Evidence*—
  subpœna, setting aside, 749
  County Court—fine, 749, 750
  competency, 750
  prisoner, 750–752
WOMEN—
  election on local councils, 93, 189, 190
WORKMEN'S COMPENSATION—
  Anglo-French Convention, 275
  employment outside United Kingdom, 275
  private agreement, effect of, 275
  "workman," 275, 276, 277
  "remuneration," 276
  "earnings," 276, 294, 295
  naval and military service, 276
  concurrent contract of service, 276
  workmen changing work, 276
  fisherman, 277
  detention of ship, 278
  industrial disease, 278, 279, 295
  seamen, 277, 279
  certifying surgeons, 279
  contracting out, 277
  dependants, 281, 292, 293
  dependancy, 281
  child *en ventre sa mere*, 281
  employer, who is, 281, 282
  legal personal representative, 282
  operation, 282
  onus of proof, 280, 282 283
  old incapacity, 282
  accident, what is, 282–288
WORKMEN'S COMPENSATION—*continued*
  serious and wilful misconduct, 288
  claim, 288
  notice, 289
  medical examination, 290, 301
  action apart from Act, 290
  exercise of option, 290
  negligence of fellow-workmen, 290, 291
  third party, 291, 292
  incapacity must be caused by accident, 292
  right to allowances, 293
  Form 24, 292
  lump sum, 299
  earnings, 293–295
  allowances, 293
  grade, 293
  contract of service, 293, 294
  amount of compensation, 294, 295
  suitable work, 296, 297
  ending weekly payment, 295
  review, 283, 295, 297, 298
  earning capacity, 296, 297, 298
  medical referee, 302
  redemption, 299
  bankruptcy of employer, 300
  principal, 300, 301
  schemes, 301
  perjury, 303
  arbitrator's note, 303
  statements of deceased workman, 303
  discovery, 303
  memorandum of agreement, 302, 303
  appeals, 305, 306
  returns by employers, 306, 307
  rules, 307
WRIT—
  setting aside, 22
WRIT OF ERROR—
  abolished, 200

YARD, 752
YOUTHFUL OFFENDERS, 752

ZANZIBAR, 753

PRINTED BY W. GREEN AND SON, LTD., EDINBURGH

Law.D
E565.2

311131

Author

Title Encyclopaedia of the laws of England. Ed.2.
vol.16.

University of Toronto
Library

DO NOT
REMOVE
THE
CARD
FROM
THIS
POCKET

Acme Library Card Pocket
LOWE-MARTIN CO. LIMITED